

Agenda
Tuscola County Board of Commissioners
Committee of the Whole Monday, December 3, 2018 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Finance/Technology
Committee Leaders-Commissioners Young and Bierlein

Primary Finance/Technology

1. 2019 County Budget Development (See A)
2. Update Regarding Providing Water to Caro Regional Center (See B)
3. Arbela Township and Vassar Township Police Services Contracts (See C)
4. Sheriff Weigh Master Agreement with Road Commission (See D)
5. MSHN 2019 Substance Use Disorder (SUD) Oversight Policy Advisory Board Agreement (See E)
6. Audit Bids (See F)
 - 9:30 A.M. Anderson, Tackman and Company – Ken Talsma
 - 9:45 A.M. Stevens Kirinovic and Tucker – Steven Kirinovic
 - 10:00 A.M. Gabridge and Company – Joe Verlin
7. Review of Cellular Telephone Reimbursement Policy (See G)
8. Request to Automate Jail Law Library (H)

On-Going and Other Finance

1. Multi-Year Financial Plan Development
2. Review of Alternative Solutions Concerning the Caro Dam
3. Continue Review of Road Commission Legacy Costs
4. Work to Resolve Remaining Assessing/Taxation Disputes with Wind Turbine Companies
5. Water Rates Paid for County Facilities Along M24 and Deckerville Roads
6. Opioid Lawsuit – Major Data Collection by County
7. Update Regarding Personal Property Tax Changes
8. State Assessing Change Proposal
9. Delinquent Tax Legal Chargeback Requirement for Former Vassar Foundry
10. County Property Ownership Inventory
11. Alternate to MCDC to Provide an Indigent Dental Clinic
12. Michigan Renewable Energy Collaborative Assessing Dispute with Wind Companies Meeting December 17, 2018
13. County Jail Study Committee Set a Meeting Date
14. State Revenue Sharing Reports have been Sent

Personnel
Committee Leader-Commissioner Bardwell

Primary Personnel

1. Raise the Age for Juveniles Information from Representative Howrylak (See I)
2. Drain Commissioner Proposal to Restructure Office Staffing (See J)
3. Appointments to Various Boards and Commissions (See K)

On-Going and Other Personnel

1. Succession Planning for Controller/Administrator Position

Building and Grounds
Committee Leaders-Commissioners Young and Vaughan

Primary Building and Grounds

1. **Recycling Soil Removal and Grant Update (See L)**

On-Going and Other Building and Grounds

1. **County Record Storage Needs**

Other Business as Necessary

Public Comment Period

Commissioners

Progression of 2019 Budget Development

November 19, 2018 - A draft 2019 baseline budget was prepared by staff and reviewed by the finance commissioners. Requests over the baseline budget were identified and reviewed by the finance commissioners. These requests included: wage changes for the Court Administrator, Prosecutor, Chief Assistant Prosecutor, Assistant Prosecutors, Friend of the Court Director, Dispatch Director, and Chief Information Officer; reclassification requests for employees in the County Clerk's office; part-time Animal Shelter Attendant position; early payment of a drainage district bond; partial reimbursement for information technology employee's telephone usage; and payment of DHHS Board member's dues.

November 20, 2018 - The finance commissioners and the Board concurred with funding of the following requests: wage changes for Dispatch Director, and Chief Information Officer, part-time Animal Shelter Attendant, reclassification of employees in the Clerk's office, reimbursement for on-call IT employees personal cell phone use for county business (pending county policy revision) and payment of DHHS board member's dues to the state organization. The budget was revised with the above approved changes and forwarded back to departments for review and consideration.

November 29, 2018 - Responses from departments regarding unfunded requests were reviewed by the finance commissioners. These requests included: wage changes for the Court Administrator and Friend of the Court, decreasing fund balance in the Friend of the Court fund, adjustments of three line items in the Dispatch Budget, CLEMIS software for the road patrol, jail law library software and change payment for animal control supply/license forms from the Treasurer budget to the Animal Control Fund

Also, it was determined the Probate Child Care Fund could be balanced with a General Fund (GF) appropriation of \$400,000 instead of \$500,000. Funds needed to be included for insurance and bond costs in the jail budget. Funds needed to be incorporated for a full-time corrections officer which were inadvertently not included in the baseline budget. The indirect costs paid by the road patrol to the GF had to be reduced.

After reviewing the remaining department requests. The finance committee recommended the following:

1. Make a counter proposal to the Chief Judge regarding wage changes for the Court Administrator and Friend of the Court
2. Increase the GF appropriation to the Friend of the Court Fund from \$242,970 to \$282,970 which will increase the projected year-end 2019 fund balance by \$40,000
3. Implement three minor line item adjustment in the Dispatch Budget per the Dispatch Director
4. Approve the Sheriff's request to purchase the CLEMIS Software (\$102,460) through the use of available fund balance in the Road Patrol Fund to improve report writing from police vehicles and in the office for increased efficiency (Also pay annual maintenance costs from the Road Patrol Fund \$26,800)
5. Add \$3,000 to the jail budget for computer access to required laws - this \$3,000 will be an annual cost
6. Reduce the Treasurer budget by \$4,500 for animal control supplies/license forms and increase the GF transfer to the Animal Control Fund by \$4,500 which is where these supplies/license forms will be paid
7. Reduce the GF appropriation to the Probate Child Care Fund from \$500,000 to \$400,000
8. Adjusted indirect costs paid by Road Patrol Fund to the GF - \$12,903 reduction because computer costs are paid direct
9. Budget \$7,000 in the jail insurance and bonds line item
10. Approved the adjustment of a full-time corrections officer which was inadvertently left out of the original Jail Budget - \$72,745 wage/fringe benefit costs

November 30, 2018 – The 2019 budget has been updated with changes 2 thru 10 above and remains balanced. Projected GF revenues are \$13,759,000 with expenditures estimated at \$13,677,173. It is premised on not having to use fund balance. In fact, a slight increase in GF balance may occur. The 2019 Budget continues the ability to make vital transfers to the Equipment/Technology fund of \$250,000 and to the Capital Improvement fund of \$250,000. Portions of wind turbine revenue continues to be escrowed. An important factor on the revenue side of the budget is that 50% of the latest NextEra wind turbine project can be assessed and taxed for 2019 which increases 2019 wind turbine revenue compared to 2018. Another factor on the revenue side of the budget is the state began paying 10% of certain expenditures (estimated \$150,000) in indirect costs for the child care operation.

The all funds 2019 budget is balanced at \$59,044,666. All 56 county funds are budgeted to finish the 2019 calendar fiscal year in a positive fund balance position. The county continues to maintain adequate reserves in individual funds. This includes most importantly in the GF, capital improvement fund and equipment/technology fund. The county bond rating remains strong with a Standard and Poor's rating of AA-. It has been upgraded several times. And, the county continues to conduct sound financial reporting. This is evidenced by 17 consecutive years of receiving the Certificate of Achievement for Excellence in Financial Reporting Award.

See attached updated budget spreadsheets.

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General Fund Revenue Budget

Account Number	Revenue Category/Department	2017 Actual	2018 Amended Budget 10-31-18	2018 Projected Year-End	2019 Revenue Budget
	Taxes				
402-253	Current Taxes (Non-Wind)	5,590,958	5,953,000	5,969,000	6,069,000
402-891	Current Wind Tax Revenue	1,177,324	1,065,000	1,049,000	1,125,000
404-253	Payment in Lieu of Taxes	4,356	4,300	4,300	4,300
425-253	Trailer Park Fees	6,560	4,000	4,500	4,500
447-253	Summer Tax Collection	115,807	127,000	116,000	116,000
	Total Taxes	6,895,005	7,153,300	7,142,800	7,318,800
	Licenses and Permits				
452-441	Building Codes SCMCCI	338,574	350,000	325,000	300,000
475-215	Replace Pistol Permit	0	0	0	0
476-215	Marriage Licenses	1,760	1,700	1,700	1,700
477-253	Dog Licenses	117,581	125,000	0	0
477-301	Sheriff Licenses	0	0	0	0
544-136	District Court Case Flow Assistance	12,809	14,000	21,309	21,309
544-215	Drug Case flow Fund Circuit Ct.	452	500	500	500
609-215	Waiver Marriage License 3 Day	800	1,000	1,000	1,000
	Total Licenses & Permits	471,976	492,200	349,509	324,509
	Intergovernmental Federal				
506-253	Civil Defense	30,204	33,000	30,000	31,000
544-253	Marine Safety	13,380	12,461	12,461	12,537
509-346	Byrne Jag TNU/Lapeer Co	0	0	0	0
563-253	Co-op Reimbursement Prosecutor	74,331	72,000	74,000	75,000
	Total Intergovernmental Federal	117,915	117,461	116,461	118,537
	Intergovernmental State				
505-352	Community Corrections Grant Gatekeeping	112	1,884	2,500	2,500
541-253	Judges Salary (Cir,Pro,District)	243,631	242,000	244,000	248,000
545-253	Secondary Road Patrol	93,981	80,261	80,799	82,243
562-301	SSI Incentive	5,000	5,000	6,000	6,000
574-253	State Revenue Sharing	1,111,427	1,119,182	1,119,182	1,125,000
577-253	State Hotel/Liquor Tax	104,259	111,681	111,681	101,855
578-253	State Payment Court Equity Fund	218,373	227,000	218,000	218,000
	Total Intergovernmental State	1,776,783	1,787,008	1,782,162	1,783,598
	Intergovernmental Local				
511-301	Community Foundation Grant	8,405	0	0	0
582-426	Enbridge Grant Emergency Services	0	1,000	1,000	1,000
583-426	Janks Grant Emergency Services	0	0	0	0
584-130	Community Foundation Grant for GA	0	0	0	0
	Total Intergovernmental Local	8,405	1,000	1,000	1,000

General Fund Revenue Budget					
Account Number	Revenue Category/Department	2017 Actual	2018 Amended Budget 10-31-18	2018 Projected Year-End	2019 Revenue Budget
	Charges for Services - General				
544-215	Drug Case flow Fund Circuit Court	0	0	0	0
590-215	Certified Clerk	34,190	35,000	37,000	37,000
601-136	District Court Probation Fees	189,190	187,000	200,000	200,000
602-136	Dist. Court (Court & Bond Costs)	257,838	275,000	255,000	255,000
602-143	Court Costs FOC	10,694	13,000	12,000	12,000
602-215	Court Costs	164,267	192,000	156,000	156,000
603-136	District Court Bond Costs	5,356	5,000	5,300	5,300
607-215	DNA Assessment County Share	939	800	1,500	1,500
607-301	DNA Assessment Sheriff	2,353	2,000	2,500	2,500
620-215	Late Fees	300	200	600	600
626-215	Passport CCW Photo Charge	15	0	0	0
626-259	IS Service Computers	2,880	1,000	2,000	2,000
626-352	Work Crew Charge for SVSC	610	1,000	1,300	1,300
627-259	IS Web Service	2,169	2,000	1,000	1,000
640-259	Property Tax Export	8,844	6,000	5,000	5,000
679-215	Reimb De Novo Trans	81	100	100	100
694-215	Cash-Over/Short	22	0	0	0
694-253	Cash-Over/Short	26	0	0	0
	Total Charges for Services - General	679,774	720,100	679,300	679,300
	Charges for Services - Sales				
614-229	Prosecutor Copies	0	0	0	0
631-301	Sheriff Report Copies	482	4,000	1,000	1,000
642-236	Register of Deeds On Line Costs	54,227	40,000	44,000	44,000
643-430	Sales-Animal Shelter	50	200	0	0
645-236	Register of Deeds Postage Costs	394	350	400	400
646-259	Sale of Computer Equipment	0	0	0	0
646-301	Sales Sheriff - Auction	2,700	2,700	1,000	1,000
647-301	Sales Sheriff - Canteen	46,473	42,000	52,000	52,000
691-301	Sheriff Misc.	0	0	0	0
	Total Charges for Services - Sales	104,326	89,250	98,400	98,400
	Charges for Services - Fees				
604-136	MIP Deferral Program	0	300	300	300
605-136	Dist.Ct. Screening Assessment Fee	18,155	20,000	24,000	24,000
608-136	District Court Intensive Prob. Fees	31,685	33,000	27,000	27,000
608-215	Bench Warrant Fee	5,508	7,000	6,500	6,500
608-301	Sex Offenders Registration Fee	2,140	2,500	3,000	3,000
608-430	Boarding-Animal Control	1,477	2,000	0	0
609-215	Waiver Marriage Lic. 3 Day	0	0	0	0
610-132	Admin Fees/Family Division	28,647	33,000	25,000	25,000
610-148	Probate Court-Service Fees	34,519	34,000	41,000	41,000
611-215	DBA Co-Partnership Clerk	3,890	4,000	4,000	4,000
612-215	Appeals Fees Circuit Court	22	100	100	100

General Fund Revenue Budget

Account Number	Revenue Category/Department	2017 Actual	2018 Amended Budget 10-31-18	2018 Projected Year-End	2019 Revenue Budget
612-236	Register of Deeds-Transfer Tax	145,499	135,000	160,000	155,000
613-236	Register of Deeds-Recording Fee	229,998	230,000	230,000	230,000
614-215	Clerk Fees	6,962	7,300	9,000	9,000
614-236	Register of Deeds-Copies	19,303	20,000	22,000	24,000
615-215	Searches Circuit	5,965	5,000	6,000	6,000
615-236	Register of Deeds-Searches	120	100	100	100
616-215	Motion Fees - Circuit Court	7,035	6,500	8,500	8,500
617-132	Filing Fee/Family Court	186	300	300	300
617-215	Jury/Entry/Forensic	15,820	17,000	14,000	14,000
617-253	BC/BS Administrative Fee Retires	2,619	2,500	2,000	2,000
618-215	Notary Bond Filing Fee	1,076	1,000	1,500	1,500
618-253	Notary Fees Treasurer	70	100	100	100
618-301	Mortgage Sales	3,742	4,000	4,000	4,000
619-136	Civil Fees (District Court)	149,151	140,000	160,000	160,000
619-301	Drug Testing Fees	15,140	13,000	12,000	12,000
620-132	Collection Fees/Family Div.	6,150	9,000	5,500	5,500
620-148	Childcare Fees	0	500	500	500
620-722	Airport Zoning Application Fees	0	0	0	0
621-215	Circuit Court Fees	445	500	500	500
622-215	Objections to AIDS Counseling	30	60	60	60
622-225	Equalization LUG Tax System	0	50	0	0
623-215	Funeral Home Corrections	17	100	100	100
624-215	Victims Rights Admin. Fee	3,329	4,000	4,000	4,000
624-253	Tax Certification	7,798	7,500	7,500	7,500
624-648	Medical Examiner Fees	2,090	2,000	2,000	2,000
625-215	Voter Registration Processing	449	500	500	500
625-236	County Share MSSR Fee	514	600	600	500
626-225	Tax Administration Fees	50,751	55,000	52,000	52,000
626-301	Housing Prisoners Other Counties	4,560	0	0	0
628-301	Care of Prisoners DOC Detainer	26,188	36,000	24,000	24,000
629-253	Sales Treasurer	2,558	3,500	3,000	3,000
629-301	Prisoners Other Counties	30	100	0	0
630-301	Sheriff Foreclosure Adjournment Postings	1,812	2,000	2,500	2,500
633-301	Boat Livery Inspections	10	75	75	75
634-301	Felon Diverted Program	82,575	95,000	100,000	100,000
635-301	Inmate Phone Revenues	38,407	35,000	40,000	40,000
636-301	Charge to Prisoners for Jail	45,234	47,000	40,000	40,000
637-301	Day Reporting	4,287	5,000	11,000	11,000
637-352	Day Reporting PA 511	100	8,000	0	0
638-301	Care of Prisoners Work Release	19,343	25,000	20,000	20,000
658-253	Return Check Charge	450	300	300	300
659-136	Warrant Fees District Court	17,579	17,000	17,000	17,000
660-301	Vehicle Impoundment Fee	20	20	20	20
	Total Charges for Services - Fees	1,043,555	1,071,505	1,091,555	1,088,455

General Fund Revenue Budget

Account Number	Revenue Category/Department	2017 Actual	2018 Amended Budget 10-31-18	2018 Projected Year-End	2019 Revenue Budget
	Fines & Forfeits				
655-253	County Treasurer Forfeitures	16,875	12,000	12,000	12,000
656-136	District Court Bond Forfeitures	28,415	30,000	40,000	40,000
657-136	District Court Ordinance Fines	17,661	18,000	15,000	15,000
657-215	Court Fines	0	500	500	500
678-132	State Tax Lein Fee	0	0	0	0
	Total Fines & Forfeitures	62,951	60,500	67,500	67,500
	Interest & Rentals				
664-253	Interest - Summer Taxes	27,153	32,000	50,000	50,000
665-253	Pooled General Fund Interest	37,626	38,000	40,000	40,000
667-253	Thumb Cellular Tower Rental	4,834	4,287	4,287	4,287
667-301	Rentals (Use of Van)	0	0	0	0
667-369	Rent for County Property	9,516	9,516	9,516	9,516
668-253	Human Services Lease Payment	299,150	299,150	304,707	332,491
699-020	Health Department Lease	85,676	85,676	85,676	85,676
	Total Interest & Rentals	463,955	468,629	494,186	521,970
	Refunds & Reimbursements				
580-253	Reimbursement State Jury	10,163	17,000	17,000	17,000
658-253	Return Check Charge	0	0	0	0
674-253	Thumb Narcotics Unit Reimburse (local)	13,597	14,107	13,000	14,173
674-301	Reimbursements FOC Warrants	273	500	500	500
676-060	Drain Restitution	125	400	400	400
676-130	Reimbursement Mental Health Eval.	1,101	645	645	645
676-132	Reimbursement Counseling -Courts	0	0	0	0
676-191	State Reimbursement/Elections	0	0	0	0
676-215	GAL Attorney Fee/Reimbursement	16,817	17,000	20,000	20,000
676-227	Equalization Base Contract Caro	38,276	29,080	29,080	29,080
676-229	Reimbursements - Prosecutor	352	200	200	200
676-253	Reimbursements Treasurer	5,125	8,000	8,000	8,000
676-259	IS Reimbursement	0	600	600	600
676-301	Reimbursement Sheriff	9,970	10,000	17,000	17,000
676-306	Weigh Master	81,964	82,227	82,227	83,477
676-430	Reimbursement Animal Shelter	6,114	4,000	0	0
676-648	Reimbursements Medical Examiner	0	0	0	0
677-191	Reimb-School Election	14,307	30,000	25,000	14,000
677-215	Reimbursement Crt Appt Atty Fees	4,212	4,500	3,000	3,000
677-301	Sheriff Medical Service Reimb.	15,527	15,000	16,000	16,000
677-430	Animal Shelter Restitution	98	500	500	500
678-132	State Tax Lein Fee	18	82	82	82
678-191	Twsp. - Election Supplies	15,949	20,500	20,500	16,000
678-301	Reimb. DDJR	870	500	500	500

General Fund Revenue Budget

Account Number	Revenue Category/Department	2017 Actual	2018 Amended Budget 10-31-18	2018 Projected Year-End	2019 Revenue Budget
679-215	DE Novo Transcripts	0	0	0	0
680-191	Elections Reim. Misc.	0	0	0	0
683-253	Reimbursement Court Admin SVCS	0	0	0	0
691-301	Sheriff Mics. Revenue	30	50	50	50
694-130	Cash Over/Short - Unified Court	0	0	0	0
694-143	Cash Over/Short - Mis due funds	0	0	0	0
694-215	Cash Over/Short	0	0	0	0
694-253	Cash Over/Short	0	0	0	0
698-292	Indirect Costs 10% Administration Payment Related Child Care Costs	18,028	60,000	130,000	150,000
699-010	Veterans Space Indirect Cost	2,225	3,168	0	0
699-207	Road Patrol Indirect Costs	0	57,458	57,458	64,423
699-215	Friend of the Court Indirect Cost	123,746	205,675	205,675	210,896
699-218	Dispatch Fund Indirect Costs	79,713	78,784	78,784	100,785
699-221	Health Department Indirect Costs	10,570	8,311	8,311	8,477
699-230	Recycling Indirect Costs	37,067	38,938	38,938	39,908
699-240	Mosquito Control	88,435	61,901	61,901	71,873
699-279	MSU-e Indirect costs	0	762	762	1,182
699-292	Child Care Fund Indirect Costs	50,452	12,743	12,743	0
699-295	Veterans Voted Indirect Costs	1,193	5,842	5,842	6,747
699-297	Senior Citizens Fund Indirect Cost	2,027	4,318	4,318	4,943
699-298	Medical Care Facility Indirect Cost	1,613	1,309	1,309	1,495
699-441	Building Codes SCMCCI Rent	24,996	25,000	25,000	25,000
699-701	Transfer In Unreconciled T&A	419	0	0	0
	Total Reimbursement & Refunds	675,372	819,100	885,325	926,936
	Total Operating Revenue	12,300,017	12,780,053	12,708,198	12,929,005
	Revenue Transfers Other Funds				
699-251	Principle Residence Exemption	1,218	1,218	33,789	12,890
699-290	Trans In DHHS Board	35,505	0	0	0
699-294	Veterans Trust	0	0	0	0
699-295	Voted Veterans Loan Repayment	0	0	0	0
699-532	Tax Foreclosure	127,902	79,288	79,288	109,862
699-626	Delinquent Tax Revolving Fund	704,793	663,184	702,725	707,243
	Total Revenue Transfers from Other Funds	869,418	743,690	815,802	829,995
	Grand Total Revenues	13,169,435	13,523,743	13,524,000	13,759,000
	Recurring Sources of Funds				
672-390	Use of Fund Balance	0	44,988	0	0
674-331	Contributions Marine Program	0	300	0	0

General Fund Revenue Budget

Account Number	Revenue Category/Department	2017 Actual	2018 Amended Budget 10-31-18	2018 Projected Year-End	2019 Revenue Budget
	Total Budgeted General Fund Balance	0	45,288	0	0
	or Use of Other One-Time Sources				
	GRAND TOTAL REVENUES	13,169,435	13,569,031	13,524,000	13,759,000

General Fund Expenditure Budget by Department				
Category/Department	2017 Actual	2018 Amended Budget 7-31-18	2018 Projected Year End	2019 Expenditure Budget
Legislative				
Board of Commissioners	127,374	127,334	111,000	124,629
Special Programs	18,638	29,500	23,000	24,500
Total Legislative	146,012	156,834	134,000	149,129
Judicial				
Unified Court	2,414,458	2,476,562	2,325,423	2,223,740
Jury Commission	4,706	5,875	5,600	5,875
Adult Probation	9,690	12,000	10,000	12,000
Total Judicial	2,428,854	2,494,437	2,341,023	2,241,615
General Government				
Elections	60,489	165,410	165,410	82,442
Accounting Services	49,805	52,000	50,000	45,500
Legal Services	125,689	80,000	122,000	125,000
County Clerk	444,828	481,046	431,000	466,343
Controller/Administrator	331,184	358,835	337,000	439,237
Equalization	228,044	216,922	211,500	230,005
Equalization Caro Assessing Contract	18,097	7,341	7,000	7,498
Prosecutor	527,540	566,324	570,000	605,573
Co-Op Prosecutor	170,154	178,542	174,000	185,829
Register of Deeds	268,243	287,114	283,000	295,318
Treasurer	391,504	379,912	363,000	355,898
Computer Operations	506,086	625,220	615,000	643,418
Buildings & Grounds	745,396	798,362	786,000	826,304
Human Services Building Main.	53,703	59,493	51,000	58,854
Drain Commission	208,203	219,978	215,000	228,338
Total General Government	4,128,965	4,476,499	4,380,910	4,595,557
Public Safety				
Courthouse Security	127,719	133,473	117,000	139,675
Jail	2,270,821	2,319,884	2,190,000	2,344,272
Weigh Master	81,964	82,227	82,227	83,477
Marine Safety	13,380	12,461	12,461	12,537
Secondary Road Patrol	90,858	80,799	80,799	82,243
Thumb Narcotics	13,473	8,000	13,000	14,173
Community Corrections Work Site Crew	11,877	67,461	66,500	68,023
Planning Commission	3,017	4,850	3,000	4,000
Emergency Services	89,984	100,151	93,000	102,078
Animal Shelter	8,353	0	0	0
Total Public Safety	2,711,446	2,809,306	2,657,987	2,850,478
Public Works				

General Fund Expenditure Budget by Department				
Category/Department	2017 Actual	2018 Amended Budget 7-31-18	2018 Projected Year End	2019 Expenditure Budget
Building Codes (See note below)	338,697	350,000	350,000	325,000
Board of Public Works	809	1,500	1,000	1,000
Drain-at Large	408,183	410,266	400,943	425,483
Total Public Works	747,689	761,766	751,943	751,483
Health & Welfare				
Substance Abuse	52,130	55,841	55,841	50,928
Medical Examiner	84,400	78,188	78,000	83,742
DHHS Board	8,350	9,000	9,000	10,000
Airport Zoning Board	5	500	1,000	150
Economic Development	80,000	80,000	80,000	80,000
Total Health & Welfare	224,885	223,529	223,841	224,820
Other				
Employee Sick Vacation Benefit	20,458	54,025	10,000	80,840
Insurance & Bonds	59,534	127,000	80,000	88,000
Other Total	79,992	181,025	90,000	168,840
Contingency				
Contingency	0	8,488	0	20,000
Total Contingency	0	8,488	0	20,000
Operating Transfers Out				
County Park	55,600	0	0	15,000
Friend of the Court	242,970	242,970	242,970	282,970
Health Department	306,500	315,000	315,000	321,750
Animal Control		70,000	80,000	84,500
Behavioral Health	288,243	288,243	288,243	288,243
Equipment Fund	500,000	388,000	550,000	250,000
GIS Fund	0	30,000	30,000	30,000
Community Corrections	35,830	0	0	0
Child Care Human Services	200,000	275,000	275,000	200,000
Child Care Probate	525,000	400,000	400,000	400,000
Purdy Building Debt	74,438	73,238	73,238	72,018
Capital Improvements Fund	123,964	0	300,000	250,000
Jail Capital Fund -Transfer from General	667,774	0	200,000	0
Medical Examiner	27,100	27,100	27,100	27,296
Michigan Indigent Defense			20,000	248,000
Wind Revenue Escrow	0	196,989	0	205,474

General Fund Expenditure Budget by Department				
Category/Department	2017 Actual	2018 Amended Budget 7-31-18	2018 Projected Year End	2019 Expenditure Budget
Total Operating Transfers Out	3,047,419	2,306,540	2,801,551	2,675,251
GRAND TOTAL EXPENDITURES	\$13,515,262	\$13,418,424	\$13,381,255	\$13,677,173
Increased Fund Balance			\$ 142,745	\$ 81,827

2019 Technology/Equipment Budget				
Technology/Equipment Requests and Funding Recommendations				
Requests		Recommended for Funding		
Department Request	Equipment Request Amount	Recommended for Funding from Equipment Fund - 244	Recommended for Funding from Special Purpose Fund	Comments
				Projected Technology/Equipment fund balance to start 2019 is \$437,654
ANIMAL CONTROL				
Cat Cages	\$4,500		\$4,500	Funded from animal control fund
Dog Cages	\$6,000		\$6,000	Funded from animal control fund
Isolation Cages	\$6,000		\$6,000	Funded from animal control fund
Dog Kennel Runs	\$4,000		\$4,000	Funded from animal control fund
Fencing	\$0		\$0	Maintenance staff to install donated fence
Animal Control Security Enhancements	\$17,000	\$17,000		Requested cameras and door access controls - Funded from equipment fund
Bullet Proof Vests	\$1,300		\$1,300	Animal Control Officer safety - funded from animal control fund
COMMITTEE ROOM				
14 foot table and chairs	\$5,600	\$5,600		Current table and chairs are mismatched and worn - need replacement
County Clerk				
Finger Print Machine			\$10,000	Fund from Concealed Weapon Permit Fund
DISPATCH				
Computer Aided Dispatch	\$275,000		\$275,000	Funded from dispatch fund - recommended by Dispatch Authority
Automatic Vehicle Location	\$5,000		\$5,000	Funded from dispatch fund
DRAIN COMMISSION				
Lateral File Cabinets	\$2,000	\$2,000		Carry over from 2018
UNIFIED COURT				
3 Desks	\$1,400	\$1,400		Various court furniture and related requests

2019 Technology/Equipment Budget

Technology/Equipment Requests and Funding Recommendations

Requests		Recommended for Funding		
Department Request	Equipment Request Amount	Recommended for Funding from Equipment Fund - 244	Recommended for Funding from Special Purpose Fund	Comments
5 file cabinets	\$3,100	\$3,100		
6 student desks	\$900	\$900		
1 office chair	\$400	\$400		
4 floor mats	\$200	\$200		
Paint Magistrate office	\$1,500	\$1,500		
Court signs	\$15,000	\$5,000		Estimate may be high - court administrator thought \$5,000 may accomplish objective
BUILDINGS AND GROUNDS				
Compact tractor for snow plowing/mowing	\$40,000	\$40,000		Potential leasing of equipment to be reviewed
New Pickup Truck 3/4 ton 4x4 with plow	\$40,000	\$40,000		Potential leasing of equipment to be reviewed
SHERIFF				
Worksite Van	\$25,000	\$25,000		
Televisions for jail and two computers	\$3,000	\$3,000		
Television shields jail	\$700	\$700		
Sargents room desks	\$5,000	\$5,000		
TREASURER				
Microfilming Tax Rolls	\$10,000	\$10,000		Important documents to microfilm
COMPUTER/INFORMATION TECHNOLOGY				
Firewall Equipment	\$4,200	\$4,200		Deatiled explanation provided by CIO
Upgrade all workstations to windows 10 software	\$17,000	\$17,000		Some workstations charged to special purpose millage funds
Purchase of a new server	\$26,000	\$26,000		Decommission 4 servers that at end of life
Replace laptops for various departments	\$7,000	\$7,000		Requested but not funded in 2018 - includes Chromebook
Replace printers for various departments	\$2,000	\$2,000		Requested but not funded in 2018
Increase network storage capacity	\$8,800	\$8,800		System Storage needs continue to increase - currently 84% of capacity
Replacing aging Infrastructure with 10gb connectivity	\$38,000	\$38,000		This is an on-going continuation of work started in previous years

2019 Technology/Equipment Budget				
Technology/Equipment Requests and Funding Recommendations				
Requests		Recommended for Funding		
Department Request	Equipment Request Amount	Recommended for Funding from Equipment Fund - 244	Recommended for Funding from Special Purpose Fund	Comments
Friend of the Court security audit software	\$45,000	\$45,000		State requirement
BSA finance/general ledger software	\$180,000	\$180,000		Replaces out-of-date Harris software - Carryover project from 2018
Annex access control doors	\$10,000			
Displays to enhance interaction with the public	\$5,000			For courts, treasurer, drain, GIS
GIS Large Format Printer	\$4,500	\$4,500		Currently using mosquito abatement printer
Jail Livescan	\$15,000	\$15,000		
Jail Security Cameras	\$110,000			Current system is old - results in overtime being required
Sheriff Department CLEMIS Software	\$201,000		\$102,460	Consolidates three software packages into one and adds efficiency
District Court On-Base	\$309,000			Civil and criminal case processing, probation and traffic - major new application would require more IT staff
Probate Court On-Base	\$11,500			Requested by Probate - additional scanning license is \$5,000 annually
Jail law library - digital displays	\$7,500			Displays rules and information for inmates
Digitized inmate records	\$60,000			Would require more IT staff
K9 tracking software	?		?	Can be charged to road patrol fund
Total	\$1,534,100	\$508,300	\$414,260	
Total Funded	\$922,560			
Total Not Funded	\$611,540			

2019 Capital Improvement Budget				
Capital Improvement Requests and Funding Recommendations				
Requests		Recommended for Funding		
Department Request	Capital Improvement Requests	Recommended for Funding from Capital Improvement Fund - 483	Recommended for Funding from Special Purpose Fund	Comments
				Projected Capital Improvement fund balance to start 2019 is \$1,828,695 -Several of the 2019 requests below are also listed in the 10 Year Capital Improvements Program which was recently presented
MOSQUITO ABATEMENT				
Replace furnance	\$6,920		\$6,920	Funded from Mosquito Abatement fund
Parking lot sealing	\$8,000		\$8,000	Funded from Mosquito Abatement fund
EMERGENCY SERVICES				
Office furniture/paint	\$5,000	\$5,000		
REGISTER OF DEEDS				
Bullet Resistent Door	\$5,000	\$5,000		Door allows office area to be lockdown in an emergency
BUILDING AND GROUNDS				
Courthouse sidewalks	\$25,000	\$25,000		City may fund a portion - Building/Grounds Director to determine
Grant/Court street sidewalks	\$36,000	\$36,000		City may fund 50% - Building/Grounds Director to determine
Annex sidewalk rear of building	\$12,100	\$12,100		
DHHS/911/health department sidewalks	\$26,000	\$26,000		
Jail sidewalks court/sherman streets	\$100,000	\$100,000		City may fund 50% - Building/Grounds Director to determine
Building and Grounds parking lot sealing	\$3,000	\$3,000		
Animal Control parking lot sealing	\$3,500	\$3,500		
Health Department painting	\$20,000	\$20,000		Carry-over project from 2018
Animal Shelter ceiling replacement	\$13,000	\$13,000		
Purdy Building awing replacement	\$17,000	\$17,000		Repaired twice
Purdy Building sign replacement	\$1,600	\$1,600		West end of the building
Jail cell bock window replacement	\$275,000			Delayed pending jail planning committee - determination regarding potential new jail
Jail entrance step replacement	\$20,000	\$20,000		Step replacement only
Jail Ceiling tile grid main floor	\$5,000	\$5,000		

2019 Capital Improvement Budget

Capital Improvement Requests and Funding Recommendations

Requests	Recommended for Funding			Comments
Department Request	Capital Improvement Requests	Recommended for Funding from Capital Improvement Fund - 483	Recommended for Funding from Special Purpose Fund	
Purdy building exterior repairs - stycco	\$16,000	\$16,000		
District Court and Magistrate windows	\$20,000	\$20,000		Very rough estimate for bullet proof windows
State police fire suppression system inspection	\$50,000		\$50,000	Paid from State Police capital fund
Sidewalk repairs State Police post	\$2,500		\$2,500	Paid from State Police capital fund
State Police parking lot sealing	\$3,500		\$3,500	Carry-over project from 2018 - paid from State police capital fund
Total	\$674,120	\$328,200	\$70,920	
Total Funded	\$399,120			
Total Not Funded	\$275,000			

2019 All Funds Budget Presented by Fund

Fund	Fund Name	2019 Estimated Beginning Available Fund Balance	2019 Budgeted Revenue and Transfers In	2019 Budgeted Expenditures and Transfers Out	2019 Estimated Available Ending Fund Balance
General Fund					
101	Total General Fund	1,823,908	13,759,000	13,677,173	1,905,735
Special Revenue Funds					
207	Road Patrol	830,101	2,414,220	2,508,354	735,967
208	County Parks & Recreation	21,007	29,500	48,931	1,576
213	Arbela Township Police Services	0	82,063	82,063	0
214	Voted Primary Road Improvement	13,599	1,736,982	1,750,581	0
215	Friend of the Court	192,533	1,105,275	1,156,913	140,895
216	Family Counseling	49,585	9,000	9,000	49,585
218	Dispatch/911	975,000	1,329,600	1,582,934	721,666
221	Health Department	1,497,250	3,239,184	3,195,381	1,541,053
224	Regional DWI Court Grant	49,274	210,878	199,513	60,639
225	Vassar Township Police Services	0	86,497	86,497	0
230	Recycling	140,585	354,929	439,295	56,219
232	Millington Township Police Services	0	174,512	174,512	0
233	Mental Health Grant for Courts	0	80,579	80,579	0
236	Victim Services	0	81,794	81,794	0
239	Animal Control	21,528	256,620	261,216	16,932
240	Mosquito Abatement	26,186	1,135,120	1,084,178	77,128
244	Equipment Fund	587,654	250,000	508,300	329,354
250	CDBG Housing Program Income	54,678	81,000	81,000	54,678
251	Principal Residence Exemption	64,240	188,200	218,890	33,550
252	Rezonementation	0	\$66,590	\$66,590	0
255	Victim of Crime Act Grant	1,050	87,344	88,394	0
256	Register of Deeds Automation	96,208	54,450	53,450	97,208
257	HDC Stop Grant	0	31,634	31,634	0
258	Geographic Information Systems	121,030	77,500	83,319	115,211
260	Michigan Indigent Defense	291,738	994,217	971,847	314,108
261	Homeland Security	256	60,000	60,000	256
263	Concealed Pistol Licensing	91,001	34,200	31,360	93,841
265	Corrections Officer Training	24,082	11,000	15,000	20,082
266	Forfeiture Sheriff/Pros/Crime Victim	134,989	0	134,989	0
269	Law Library	15,406	6,500	6,500	15,406
278	Drug Grant Enforcement	0	0	0	0
279	Voted MSU-Extension	0	179,447	179,447	0
285	Michigan Justice Training	7,544	4,000	4,000	7,544
288	Human Services Child Care	130,918	511,000	580,000	61,918
291	Medical Care Facility	1,285,524	22,833,820	23,525,263	594,081
292	Child Care Probate Juvenile	214,086	821,900	875,309	160,677
293	Soldiers Relief	54,150	40,000	25,000	69,150
295	Voted Veterans	146,679	306,718	322,972	130,425
296	Voted Bridge	810,352	869,637	1,165,735	514,254

2019 All Funds Budget Presented by Fund

Fund	Fund Name	2019 Estimated Beginning Available Fund Balance	2019 Budgeted Revenue and Transfers In	2019 Budgeted Expenditures and Transfers Out	2019 Estimated Available Ending Fund Balance
297	Voted Senior Citizens	64,043	574,656	552,026	86,673
298	Voted Medical Care Facility	981,377	454,115	609,169	826,323
	Special Revenue Funds Total	8,993,653	40,864,681	42,931,935	6,926,399
Debt Service Funds					
352	Pension Bonds	0	490,200	490,200	0
353	Pension Bond Health Department	0	177,925	177,925	0
374	Purdy Building Debt	0	72,018	72,018	0
375	Caro Sewer System	0	431,135	431,135	0
379	Mayville Storm Sewer	0	79,000	79,000	0
380	Richville Water System	0	71,225	71,225	0
385	Denmark Sewer System (Old)	0	111,652	111,652	0
387	Wisner Water	0	157,688	157,688	0
	Debt Service Funds Total	0	1,590,843	1,590,843	0
Capital Project Funds					
470	State Police Capital Expenditures	137,505	23,400	66,000	94,905
483	Capital Improvements Fund	1,728,695	250,000	328,200	1,650,495
488	Jail Capital Improvement Fund	1,168,237	0	0	1,168,237
	Capital Project Funds Total	3,034,437	273,400	394,200	2,913,637
Other Funds					
532	Tax Foreclosure Fund	895,799	402,500	307,862	990,437
676	Motor Pool (Child Care Vehicle)	10,538	7,000	17,000	538
677	Workers Compensation	69,564	57,070	125,653	981
	Other Funds Total	975,901	466,570	450,515	991,956
	Total All Funds	\$14,827,899	\$56,954,494	\$59,044,666	\$12,737,727

mhoagland@tuscolacounty.org

Subject: FW: Request for State Authorization to do a Feasibility Study to Upgrade and use the Current Caro Regional Center Water System to Serve the New Facility

From: mhoagland@tuscolacounty.org [mailto:mhoagland@tuscolacounty.org]
Sent: Tuesday, November 27, 2018 5:01 PM
To: Senator Mike Green <senmgreen@senate.michigan.gov>; Representative Canfield <edwardcanfield@house.mi.gov>
Cc: John Axe <jaxe@clarkhill.com>; Steve Erickson <serickson@tuscolaedc.org>; Ray Rendon <rayrendon02@hotmail.com>; 'Bardwell Thom' <bardwellthomas1@gmail.com>; 'Bierlein Matthew' <mbierlein@tuscolacounty.org>; 'Kim Vaughan' <kvaughan@tuscolacounty.org>; 'Mark Jensen' <mjensen@tuscolacounty.org>; 'Tom Young' <tyoung@tuscolacounty.org>
Subject: Request for State Authorization to do a Feasibility Study to Upgrade and use the Current Caro Regional Center Water System to Serve the New Facility

Senator Green and Representative Canfield

The critical issue of providing water to the new Caro Regional Center is not resolved. The purpose of this communication is to request permission from the State to allow the County to conduct a feasibility study to upgrade and use the current water system at the Caro Regional Center to provide the water for the new facility.

The original plan was the City of Caro would extend the waterline to the new facility. This plan has developed major problems with many issues between the City and Indianfields Township officials. Some of the impasse issues include: annexation, tax base, tax revenue, limitations on the amount of water the City would make available for future development along M 81 and the lack of a plan by the City to finance the estimate 2.7 million dollar cost to construct the waterline. These issues are deep seeded and have not been resolved after many months of City/Township meetings. There are many local officials who do not believe these points of impasse can be resolved.

For this reason the Board of Commissioners have recently had to become involved in finding a solution to the problem. In fact, at the October 25, 2018 Board meeting action was taken approving the county to enter into an agreement with Schellenbarger Engineering and Surveying, P.C. to evaluate the potential of using the current Caro Regional Center water system to serve the new facility. The County Board also approved paying the \$5,000 cost of the feasibility study to determine if the current system can be upgraded and provide quality water to the new facility. Because there is no current solution to the problem, commissioners strongly believe this feasibility study needs to be approved promptly by the State.

Assuming it is feasible to upgrade and use the current system the County would then develop a financing plan and issue bonds to enable system upgrade implementation to meet the state construction schedule. After the bonds are issued and the system is installed the county will operate the system.

The Board of Commissioners are committed to finding the appropriate cost effective solution to providing quality water to the new Caro Regional Center Facility. Your authorization to immediately begin the feasibility study would be appreciated.

Michael R. Hoagland
Tuscola County Controller/Administrator
989-672-3700
mhoagland@tuscolacounty.org

VISIT US ON LINE FOR COUNTY SERVICES @ www.tuscolacounty.org



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

FY- 2019, 2020 & 2021

AGREEMENT FOR ENFORCEMENT SERVICES

TUSCOLA COUNTY SHERIFF

Township of Arbela

1 OFFICER

THIS AGREEMENT, made and entered into on this first day of January, 2019 by and between the SHERIFF of the County of Tuscola, Michigan, hereafter called the "SHERIFF", and the Township of Arbela, Tuscola County, Michigan, hereafter called the "TOWNSHIP".

WHEREAS, the TOWNSHIP is authorized and empowered under the provisions of Act 246 of the Public Acts of 1945, as amended, (MCLA 41.181 et seq) to employ and establish a police department with full power to enforce Township Ordinances and state laws and for the that purpose to call upon the SHERIFF to provide special police protection for the TOWNSHIP; and

WHEREAS, the TOWNSHIP has by resolution appropriated funds to provide special police protection for the TOWNSHIP; and

WHEREAS, the TOWNSHIP desires to employ and establish a police department with full power to enforce Township Ordinances and state laws and desires to call upon the SHERIFF to provide special police protection for the TOWNSHIP and enforce local Township Ordinances; and

WHEREAS, the SHERIFF is agreeable to rendering such services on the terms and conditions hereinafter set forth.

Now therefore the parties agree:

ARTICLE I

THE SHERIFF SHALL PROVIDE:

1. 1 officer, deputy sheriff, forty hours of duty in the TOWNSHIP each week for 52 weeks of the year and necessary overtime as hereinafter set forth, less the officers' approved annual vacation leave, compensatory time, personal business day (s), compensation days, and sick leave. Hours of regular duty shall be at such time as shall be agreed to by the SHERIFF and the TOWNSHIP from time to time. The hours of duty shall commence and end at the offices of the Township of Arbela.



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ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2019, 2020 & 2021)

2. The officer on duty as provided herein shall be under the jurisdiction of and solely responsible to the SHERIFF. The officer provided under the terms of this agreement are not and shall never be employees of the TOWNSHIP. The rendition of services, the standards of performance, discipline of officer, and other matters incident to the performance of such services and the control of personnel so employed shall be at the sole discretion and in the sole control of the SHERIFF. The Supervisor of the TOWNSHIP shall at all times speak for the TOWNSHIP on all matters pertaining to this agreement. Any comments, complaints, or recommendation shall be made directly to the SHERIFF by the Supervisor of the TOWNSHIP only. In the event of a substantial difference of opinion between the SHERIFF and which cannot be resolved either party may terminate this agreement on sixty days notice.
3. The SHERIFF shall enforce all Township Ordinances of the TOWNSHIP of Arbela and statutes of the State of Michigan in the corporate limits of the TOWNSHIP of Arbela. The services to be performed by the SHERIFF pursuant to this agreement shall be in addition to the law enforcement presently performed in the TOWNSHIP by the SHERIFF.
4. The SHERIFF shall provide all necessary supervision, dispatching, report material, weapons, arms and armaments, uniforms, police type equipment, restraints and restraining equipment, guarding and transportation of criminals and suspects, and any other items or equipment necessary and ordinary to the activities and duties of police. The SHERIFF, at times, can provide assistance with vehicle repairs at material cost. The TOWNSHIP shall not be obligated to pay costs which are attributable to services or facilities normally provided or available to all cities and townships within the County of Tuscola as part of the County of Tuscola's obligation to enforce the law.
5. The SHERIFF shall provide all necessary insurance for any employees of the SHERIFF acting under this agreement including workers compensation insurance, unemployment insurance, general liability insurance, and any other necessary insurance in connection with any duties of any employee of the SHERIFF acting pursuant to this agreement. The SHERIFF shall provide all payment of salaries, wages, fringe benefits, compensation for injury, compensation sickness, or sick pay, unemployment benefits, vacation or holiday pay, or other compensation to any county personnel performing services hereunder for the TOWNSHIP. The SHERIFF shall hold and save harmless the TOWNSHIP from any claim of any kind or nature whatsoever of any employee of the SHERIFF made in connection with the duties or activities of the SHERIFF in connection with this agreement.

ARTICLE II

THE TOWNSHIP SHALL:

1. The TOWNSHIP shall provide adequate office space for the SHERIFF'S employees to prepare reports and telephone equipment necessary for said employee to make and receive telephone calls, a



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ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2019, 2020 & 2021)

patrol car, mobile radio communication, gasoline, and repair as needed on such equipment as shall be provided by the TOWNSHIP hereunder.

2. The patrol car provided by the TOWNSHIP shall be titled in the name of the TOWNSHIP and of such type and condition, as the SHERIFF shall require. The car will not be sent outside the limits of the TOWNSHIP of Arbela on any call except in case of hot pursuit or in an emergency situation necessary for protection of life or property, and in case of emergency, only upon the verbal direction of a Sergeant or higher ranking officer. If any car is sent out of the TOWNSHIP on such emergency, it will be sent only to assist and not to investigate a complaint. Timely and full reports of each incident when the Township police car is sent outside of the Township shall be made at least once a month in the report of the SHERIFF as provided in paragraph 3 below.

3. Once each month the SHERIFF shall prepare and submit to the TOWNSHIP, a monthly report of activities of the SHERIFF done in connection with this agreement with any recommendations or requests that the SHERIFF may feel it appropriate to include, with copies of the daily activity reports of the officer on duty as provided herein. In addition the SHERIFF shall respond promptly and to the best of his ability, to any reasonable request of the Supervisor of the TOWNSHIP for information. The SHERIFF agrees to make himself, or when necessary an empowered designee, available for conference which may be requested by the Supervisor of the TOWNSHIP in connection with this agreement.

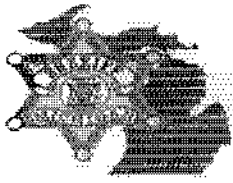
4. The TOWNSHIP agrees to engage in no activity which would in any way bring about any liability of any kind or nature whatsoever to the SHERIFF other than such as may naturally result from the execution and performance of its duties. The TOWNSHIP shall hold and save harmless the SHERIFF from any claim of any kind or nature whatsoever of any employee of the TOWNSHIP or any other person, corporation or entity for any activity done or made in connection with this agreement.

5. When a violation of law is charged, such charge shall be made under State Law so long as an appropriate state law is available. All traffic offenses shall be charged under state law. The SHERIFF shall arrange to provide necessary personnel for witnesses as required. Any fines collected pursuant to Township Ordinances shall be paid over to the TOWNSHIP and other entities as required by law.

ARTICLE III

THE TOWNSHIP SHALL PAY SHERIFF CHARGES FOR COST OF SERVICE AS FOLLOWS:

1. The TOWNSHIP shall pay to the SHERIFF all of the costs of performing the enforcement services as set forth above as follows.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

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ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2019, 2020 & 2021)

2. Computation of annual charge for 1 officer FY-2019.

A. *Salary, 1 officer per week (includes longevity and college as appropriate).

1.	Salaries-Permanent	\$49,421*
2.	Shift Premium	\$260
3.	Disability Plan	\$470
4.	Unused sick time payout	\$300
5.	Salaries-Temporary	\$1,000
6.	Salaries-Overtime	\$3,500
7.	Workers Compensation	\$416
8.	Health, Dental & Vision Insurance	\$16,315
9.	FICA	\$4,092
10.	Life Insurance	\$45
11.	Retirement	\$5,424
12.	Gas, Oil & Grease	\$25
13.	Employee laundry	\$100
14.	Health Services – Blood alcohol	\$285
15.	Insurance & Bonds (liability)	\$3,650
16.	Vehicle Repair & Maintenance	\$1,100
17.	Equip. /Capital Improvements	\$500
18.	Health Insurance Incentive	\$0
	Total:	\$86,903

* Wage includes a 2% increase. As always only actual costs are billed.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

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ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2019, 2020 & 2021)

3. Computation of annual charge for 1 officer FY-2020.

A. *Salary, 1 officer per week (includes longevity and college as appropriate).

1.	Salaries-Permanent	\$50,409*
2.	Shift Premium	\$260
3.	Disability Plan	\$497
4.	Unused sick time payout	\$300
5.	Salaries-Temporary	\$1,000
6.	Salaries-Overtime	\$3,500
7.	Workers Compensation	\$416
8.	Health, Dental & Vision Insurance	\$16,815
9.	FICA	\$4,342
10.	Life Insurance	\$50
11.	Retirement	\$5,924
12.	Gas, Oil & Grease	\$25
13.	Employee laundry	\$100
14.	Health Services – Blood alcohol	\$285
15.	Insurance & Bonds (liability)	\$3,650
16.	Vehicle Repair & Maintenance	\$1,100
17.	Equip. /Capital Improvements	\$500
18.	Health Insurance Incentive	\$0

Total: \$89,173

* A possible 2% is included in this amount but has not been officially approved yet. As always only actual costs are billed.



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2019, 2020 & 2021)

4. Computation of annual charge for 1 officer FY-2021.

A. *Salary, 1 officer per week (includes longevity and college as appropriate).

1.	Salaries-Permanent	\$51,417*
2.	Shift Premium	\$260
3.	Disability Plan	\$524
4.	Unused sick time payout	\$300
5.	Salaries-Temporary	\$1,000
6.	Salaries-Overtime	\$3,500
7.	Workers Compensation	\$416
8.	Health, Dental & Vision Insurance	\$17,315
9.	FICA	\$4,592
10.	Life Insurance	\$55
11.	Retirement	\$6,424
12.	Gas, Oil & Grease	\$25
13.	Employee laundry	\$100
14.	Health Services -- Blood alcohol	\$285
15.	Insurance & Bonds (liability)	\$3,650
16.	Vehicle Repair & Maintenance	\$1,100
17.	Equip. /Capital Improvements	\$500
18.	Health Insurance Incentive	\$0

Total: \$91,463

* A possible 2% is included in this amount but has not been officially approved yet. As always only actual costs are billed.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2019, 2020 & 2021)

4. The amounts set forth in paragraph two (2) are based on the TOWNSHIP paying for regular time worked by the SHERIFF employees at the contractual rate of base pay. The TOWNSHIP shall pay for any overtime worked by the SHERIFF employees at the rate of regular time and one-half. The TOWNSHIP shall pay the overtime rate for any time that an officer spends testifying in court on TOWNSHIP matters, and for any time over a 40 hour week necessary to complete work on emergency matters, or any overtime work approved with verbal direction of a Sergeant or Senior officer on duty in the absence of a Sergeant or higher ranking officer. The SHERIFF agrees that overtime salaries incurred shall be kept at a minimum.

5. By the tenth day of each month with not more than one month in arrears, the SHERIFF shall prepare a detailed statement of billing prepared pursuant to the above. Such a bill will be presented to the TOWNSHIP to be voted on at the next meeting of the TOWNSHIP BOARD and paid promptly in accordance with the regular bill paying procedures of the TOWNSHIP.

6. The SHERIFF will provide for service in the Township, under terms of this agreement, officer with necessary experience and the ability to work alone on their own direction when necessary. The SHERIFF and TOWNSHIP will agree on the officer who is (are) assigned for work in the TOWNSHIP under the terms of this agreement.

ARTICLE IV

TERM OF AGREEMENT

1. Unless sooner terminated, as provided for herein, this agreement shall be for the term commencing as of January 1, 2019, and ending December 31, 2021; thereafter, at the option of the TOWNSHIP and with the consent of the SHERIFF, this agreement shall be renewable for successive periods agreed upon by the parties.

2. In the event the TOWNSHIP desires to renew this agreement for any succeeding period, the TOWNSHIP shall, not later than 60 days preceding the expiration date of this agreement, notify the SHERIFF, that it wishes to renew the same;

3. Whereupon the SHERIFF not later than 30 days from receipt of notice, shall notify the TOWNSHIP, in writing of his willingness to accept renewal for an additional period or such other terms as he deems advisable, otherwise such agreement shall terminate at the end of such agreed upon period.



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2019, 2020 & 2021)

ARTICLE V

SERVICE TO TOWNSHIP RESIDENTS

- Residents of the TOWNSHIP will be able to request emergency police assistance by telephoning 9-1-1 at all hours and may obtaining information by telephoning 989-673-8161 at all hours.
- The SHERIFF agrees to make himself available for consultation with the Township at reasonable times.

IN WITNESS WHEREOF, the Township Board of Arbela, by resolution adopted by its Township Board, caused this agreement to subscribed by its Supervisor and its Clerk, and the County of Tuscola, by order of its Board of Commissioners has caused these presents to be subscribed by the Chairperson of said Board to be affixed hereto and attested by the County Clerk, all on the day of and year first above written.

TOWNSHIP OF ARBELA

County of TUSCOLA

By: Joe White
Joe White, Township Supervisor

By: _____
Tom Bardwell Chairman of the
Tuscola County Board of County
Commissioners

By: Mary C. Warren
Mary C. Warren, Clerk

By: _____
Jodi Fetting, County Clerk

By: Glen Skrent
Glen Skrent, Sheriff

File
2019
Examiner Invoice
MERS DIVISION

D.O.B.

Deputy
4
025
33
69476 FT

213-300 (Arbela)	LabRate	Add. Costs	TOTALS
Wages 704-000	\$ 49,420.80	\$ -	\$ 49,420.80
Shift Premium 704-010	\$ -	\$ 260.00	\$ 260.00
Health Ins. Incentive 704-020	\$ -	\$ -	\$ -
STD 704-030	\$ 326.95	\$ -	\$ 326.95
LTD 704-030	\$ 143.32	\$ -	\$ 143.32
Unused Sick Payout 704-040	\$ -	\$ 300.00	\$ 300.00
Salaries - PT 705-000	\$ -	\$ -	\$ -
Overtime 706-000	\$ -	\$ 3,500.00	\$ 3,500.00
Work Comp 710-000	\$ 395.37	\$ 20.00	\$ 415.37
Health & Dental Ins. 711-000	\$ 16,315.00	\$ -	\$ 16,315.00
LTD Disability 712-000	\$ -	\$ -	\$ -
FICA 715-000	\$ 3,780.69	\$ 310.59	\$ 4,091.28
Life Ins 717-000	\$ 44.40	\$ -	\$ 44.40
Retirement 718-000	\$ 2,471.04	\$ -	\$ 2,471.04
POBreirement 718-100	\$ 2,953.00	\$ -	\$ 2,953.00
Supplies, Printing, Postage 727-000	\$ -	\$ -	\$ -
Vehicle Oper Supplies 742-000	\$ -	\$ -	\$ -
Gas, Oil, Grease 747-000	\$ -	\$ -	\$ -
Eco-Laundry 814-000	\$ -	\$ -	\$ -
Health Serv Blood Alcohol 835-010	\$ -	\$ -	\$ -
Insurance & Bonds 910-000	\$ -	\$ -	\$ -
Equip Repair & Maint 932-000	\$ -	\$ -	\$ -
Vehicle Repair & Maint 933-000	\$ -	\$ -	\$ -
Total Per Employee	\$ 75,850.57	\$ 4,390.59	\$ 80,241.16

Total Disability
\$ 470.27

\$ 80,241.16



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

AGREEMENT FOR ENFORCEMENT SERVICES

TUSCOLA COUNTY SHERIFF

TOWNSHIP OF VASSAR

ONE OFFICER FOR FY-2019, 2020 & 2021

THIS AGREEMENT, made and entered into on this first day of January 2019 by and between the SHERIFF of the County of Tuscola, Michigan, hereafter called the "SHERIFF", and the TOWNSHIP of Vassar, Tuscola County, Michigan, hereafter called the "TOWNSHIP".

WHEREAS, the TOWNSHIP is authorized and empowered under the provisions of Act 246 of the Public Acts of 1945, as amended, (MCLA 41.181 et seq) to employ and establish a police department with full power to enforce Township Ordinances and state laws and for the that purpose to call upon the SHERIFF to provide special police protection for the TOWNSHIP; and

WHEREAS, the TOWNSHIP has by resolution appropriated funds to provide special police protection for the TOWNSHIP; and

WHEREAS, the TOWNSHIP desires to employ and establish a police department with full power to enforce Township Ordinances and state laws and desires to call upon the SHERIFF to provide special police protection for the TOWNSHIP and enforce local Township Ordinances; and

WHEREAS, the SHERIFF is agreeable to rendering such services on the terms and conditions hereinafter set forth.

Now therefore the parties agree:

ARTICLE I

THE SHERIFF SHALL PROVIDE:

1. One officer, deputy sheriff, for forty hours of duty in the TOWNSHIP each week for 52 weeks of the year and necessary overtime as hereinafter set forth, less the officers approved annual vacation leave, compensatory time, personal business day(s), compensation days, and sick leave. Hours of regular duty shall be at such time as shall be agreed to by the SHERIFF and the TOWNSHIP from time to time.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

VASSAR TOWNSHIP – SHERIFF AGREEMENT (One Officer FY-2019, 2020 & 2021)

2. The officers on duty as provided herein shall be under the jurisdiction of and solely responsible to the SHERIFF. The officers provided under the terms of this agreement are not and shall never be employees of the TOWNSHIP. The rendition of services, the standards of performance, discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall be at the sole discretion and in the sole control of the SHERIFF. The Supervisor of the TOWNSHIP shall at all times speak for the TOWNSHIP on all matters pertaining to this agreement. Any comments, complaints, or recommendation shall be made directly to the SHERIFF by the Supervisor of the TOWNSHIP only. In the event of a substantial difference of opinion between the SHERIFF and VASSAR TOWNSHIP, which cannot be resolved, either party may terminate this agreement on sixty days' notice.

3. The SHERIFF shall enforce all Township Ordinances of the TOWNSHIP of Vassar and statutes of the State of Michigan in the corporate limits of the TOWNSHIP of Vassar. The services to be performed by the SHERIFF pursuant to this agreement shall be in addition to the law enforcement presently performed in the TOWNSHIP by the SHERIFF.

4. The SHERIFF shall provide all necessary supervision, dispatching, report material, weapons, arms and armaments, uniforms, police type equipment, restraints and restraining equipment, guarding and transportation of criminals and suspects, patrol vehicle oil changes, and any other items or equipment necessary and ordinary to the activities and duties of police. The TOWNSHIP shall not be obligated to pay costs which are attributable to services or facilities normally provided or available to all cities and townships within the County of Tuscola as part of the County of Tuscola's obligation to enforce the law.

5. The SHERIFF shall provide all necessary insurance for any employees of the SHERIFF acting under this agreement including workers compensation insurance, unemployment insurance, general liability insurance, and any other necessary insurance in connection with any duties of any employee of the SHERIFF acting pursuant to this agreement. The SHERIFF shall provide all payment of salaries, wages, fringe benefits, compensation for injury, compensation sickness, or sick pay, unemployment benefits, vacation or holiday pay, or other compensation to any county personnel performing services hereunder for the TOWNSHIP. The SHERIFF shall hold and save harmless the TOWNSHIP from any claim of any kind or nature whatsoever of any employee of the SHERIFF made in connection with the duties or activities of the SHERIFF in connection with this agreement.

ARTICLE II

THE TOWNSHIP SHALL:



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

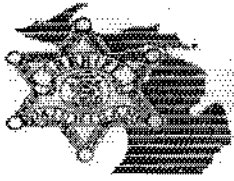
VASSAR TOWNSHIP – SHERIFF AGREEMENT (One Officer FY-2019, 2020 & 2021)

1. The TOWNSHIP shall provide adequate office space for the SHERIFF'S employees to prepare reports and telephone equipment necessary for said employee to make and receive telephone calls, gasoline, and repairs as needed on such equipment as shall be provided by the TOWNSHIP hereunder.
2. The car will not be sent outside the limits of the TOWNSHIP of Vassar on any call except in case of hot pursuit or in an emergency situation necessary for protection of life or property, and in case of emergency, only upon the verbal direction of a Sergeant or higher ranking officer. If any car is sent out of the TOWNSHIP on such emergency, it will be sent only to assist and not to investigate a complaint. Timely and full reports of each incident when the Township police car is sent outside of the Township shall be made at least once a month in the report of the SHERIFF as provided in paragraph 3 below.
3. Once each month the SHERIFF shall prepare and submit to the TOWNSHIP, a monthly report of activities of the SHERIFF done in connection with this agreement with any recommendations or requests that the SHERIFF may feel it appropriate to include, with copies of the daily activity reports of the officers on duty as provided herein. In addition the SHERIFF shall respond promptly and to the best of his ability, to any reasonable request of the Supervisor of the TOWNSHIP for information. The SHERIFF agrees to make himself, or when necessary an empowered designee, available for conference which may be requested by the Supervisor of the TOWNSHIP in connection with this agreement.
4. The TOWNSHIP agrees to engage in no activity which would in any way bring about any liability of any kind or nature whatsoever to the SHERIFF other than such as may naturally result from the execution and performance of its duties. The TOWNSHIP shall hold and save harmless the SHERIFF from any claim of any kind or nature whatsoever of any employee of the TOWNSHIP or any other person, corporation or entity for any activity done or made in connection with this agreement.
5. When a violation of law is charged, such charge shall be made under State Law so long as an appropriate state law is available. All traffic offenses shall be charged under state law. The SHERIFF shall arrange to provide necessary personnel for witnesses as required. Any fines collected pursuant to Township Ordinances shall be paid over to the TOWNSHIP and other entities as required by law.

ARTICLE III

THE TOWNSHIP SHALL PAY SHERIFF CHARGES FOR COST OF SERVICE AS FOLLOWS:

1. The TOWNSHIP shall pay to the SHERIFF all of the costs of performing the enforcement services as set forth above as follows.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

VASSAR TOWNSHIP – SHERIFF AGREEMENT (One Officer – FY-2019, 2020 & 2021)

2. Computation of annual charge for one officer.

FY-2019 Salary, one officer per week at top pay (includes longevity and college as appropriate):

1.	Salaries-Permanent	\$49,858
2.	Shift Premium	\$260
3.	Health Insurance Incentive	\$0
4.	Disability Plan	\$474
5.	Unused sick time payout	\$200
6.	Overtime	\$3,900
7.	Workers Compensation	\$0
8.	Health, Dental & Vision Insurance	\$16,315
9.	FICA	\$4,148
10.	Life Insurance	\$56
11.	Retirement	\$5,588
12.	Supplies, Printing & Postage	\$100
13.	Gas, Oil & Grease	\$3,000
14.	Employee Laundry	\$250
15.	Health Services Blood Alcohol	\$200
16.	insurance & Bonds	\$3,650
17.	Equip. Repair & Maintenance	\$500
18.	Vehicle Repair & Maintenance	\$1,500
19.	Equipment/Capital Improvements	\$500
	Total:	\$ 90,499

* Will bill actual cost only. Wages and benefits vary depending on officer assigned.

* A possible 2% is included in this amount but has not been officially approved yet.



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

VASSAR TOWNSHIP – SHERIFF AGREEMENT (One Officer – FY-2019, 2020 & 2021)

3. Computation of annual charge for one officer.

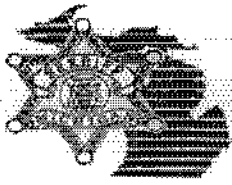
FY-2020 Salary, one officer per week at top pay (includes longevity and college as appropriate):

1.	Salaries-Permanent	\$50,854
2.	Shift Premium	\$265
3.	Health Insurance Incentive	\$0
4.	Disability Plan	\$484
5.	Unused sick time payout	\$200
6.	Overtime	\$3,900
7.	Workers Compensation	\$0
8.	Health, Dental & Vision insurance	\$17,315
9.	FICA	\$4,548
10.	Life Insurance	\$69
11.	Retirement	\$5,650
12.	Supplies, Printing & Postage	\$100
13.	Gas, Oil & Grease	\$3,000
14.	Employee Laundry	\$250
15.	Health Services Blood Alcohol	\$200
16.	insurance & Bonds	\$3,650
17.	Equip. Repair & Maintenance	\$500
18.	Vehicle Repair & Maintenance	\$1,500
19.	Equipment/Capital Improvements	\$500

Total: \$ 92,985

* Will bill actual cost only. Wages and benefits vary depending on officer assigned.

* A possible 2% is included in this amount but has not been officially approved yet.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

VASSAR TOWNSHIP – SHERIFF AGREEMENT (One Officer – FY-2019, 2020 & 2021)

4. Computation of annual charge for one officer.

FY-2021 Salary, one officer per week at top pay (includes longevity and college as appropriate):

1.	Salaries-Permanent	\$51,871
2.	Shift Premium	\$270
3.	Health Insurance Incentive	\$0
4.	Disability Plan	\$500
5.	Unused sick time payout	\$200
6.	Overtime	\$3,900
7.	Workers Compensation	\$0
8.	Health, Dental & Vision Insurance	\$18,315
9.	FICA	\$4,948
10.	Life Insurance	\$82
11.	Retirement	\$5,750
12.	Supplies, Printing & Postage	\$100
13.	Gas, Oil & Grease	\$3,000
14.	Employee Laundry	\$250
15.	Health Services Blood Alcohol	\$200
16.	Insurance & Bonds	\$3,650
17.	Equip. Repair & Maintenance	\$500
18.	Vehicle Repair & Maintenance	\$1,500
19.	Equipment/Capital Improvements	\$500

Total: \$95,536

* Will bill actual cost only. Wages and benefits vary depending on officer assigned.

* A possible 2% is included in this amount but has not been officially approved yet.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

VASSAR TOWNSHIP – SHERIFF AGREEMENT (One Officer FY-2019, 2020 & 2021)

5. The amounts set forth in paragraph two (2) are based on the TOWNSHIP paying for regular time worked by the SHERIFF employees at the contractual rate of base pay. The TOWNSHIP shall pay for any overtime worked by the SHERIFF employees at the rate of regular time and one-half. The TOWNSHIP shall pay the overtime rate for any time that an officer spends testifying in court on TOWNSHIP matters, and for any time over a 40 hour week necessary to complete work on emergency matters, or any overtime work approved verbal direction of a Sergeant or Senior officer on duty in the absence of a Sergeant or higher ranking officer. The SHERIFF agrees that overtime salaries incurred shall be kept at a minimum.

6. By the tenth day of each month with not more than one month in arrears, the SHERIFF shall prepare a detailed statement of billing prepared pursuant to the above. Such a bill will be presented to the TOWNSHIP to be voted on at the next meeting of the TOWNSHIP BOARD and paid promptly in accordance with the regular bill paying procedures of the TOWNSHIP.

7. The SHERIFF will provide for service in the Township, under terms of this agreement, officers with necessary experience and the ability to work alone on their own direction when necessary. The SHERIFF and TOWNSHIP will agree on the officers who are assigned for work in the TOWNSHIP under the terms of this agreement.

ARTICLE IV

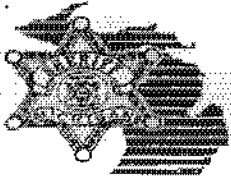
TERM OF AGREEMENT

1. This agreement shall be for the term commencing as of January 1, 2019 and ending December 31, 2021; thereafter, at the option of the TOWNSHIP and with the consent of the SHERIFF, this agreement shall be renewable for successive periods agreed upon by the parties.

ARTICLE V

SERVICE TO TOWNSHIP RESIDENTS

1. Residents of the TOWNSHIP will be able to request emergency police assistance by telephoning 9-1-1 at all hours and may obtain information by telephoning 989-673-8161 at all hours.
2. The SHERIFF agrees to make himself available for consultation with the Township at reasonable times.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

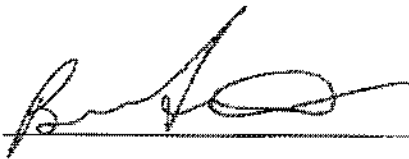
420 COURT STREET, CARO, MI 48723

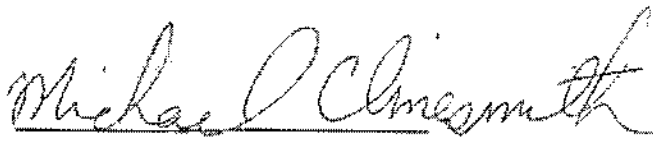
Phone: 989-673-8161 Fax: 989-673-8164

VASSAR TOWNSHIP – SHERIFF AGREEMENT (One Officer FY-2019, 2020 & 2021)

3. IN WITNESS WHEREOF, the Township Board of Vassar, by resolution adopted by its Township Board, caused this agreement to subscribed by its Supervisor and its Clerk, and the County of Tuscola, by order of its Board of Commissioners has caused these presents to be subscribed by the Chairperson of said Board to be affixed hereto and attested by the County Clerk, all on the day of and year first above written.

TOWNSHIP OF VASSAR

By:  11-21-2018
Bruce Foether, Supervisor

By:  11-19-2018
Clerk

County of TUSCOLA

By: _____
Thomas Bardwell, Chairman of the
Tuscola County Board of County Commissioners

By: _____
Jodi Fetting - County Clerk

By: _____
Glen Skrent, Sheriff



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

AGREEMENT FOR ENFORCEMENT SERVICES

TUSCOLA COUNTY SHERIFF

TUSCOLA COUNTY ROAD COMMISSION

ONE OFFICER FY 2019, 2020 & 2021

THIS AGREEMENT, made and entered into on this 1st day of January 2019, by and between the SHERIFF of the County of Tuscola, Michigan, hereafter called the "SHERIFF", and the Tuscola County Road Commission, Tuscola County, hereafter called the "ROAD COMMISSION".

WHEREAS, the ROAD COMMISSION is desirous of contracting with the SHERIFF for the performance of weigh master functions within the boundaries of the county and Whereas, the SHERIFF is agreeable to rendering such services on the terms and conditions as hereinafter set forth.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

Control of the Deputy Sheriff assigned to provide such services, standards of performance, discipline of officer and other incidents involving the performance of such services shall remain with the SHERIFF. The deputy sheriff shall report to work at the road commission or wherever his ROAD COMMISSION supervisor advises them to. The ROAD COMMISSION shall direct the deputy sheriff to their daily duties and responsibilities.

The ROAD COMMISSION agrees to provide a non-pursuit enforcement vehicle and to supply the equipment and training necessary to perform Weighmaster duties. In the event that this agreement is terminated, the enforcement vehicle along with any and all equipment provided by the ROAD COMMISSION shall be returned to the possession of the ROAD COMMISSION.

The SHERIFF shall assume the responsibility of recording hours and supplying an account activity to the ROAD COMMISSION on a monthly basis. The deputy sheriff assigned as Weighmaster shall present a bi-monthly report of activity to the ROAD COMMISSION.

The ROAD COMMISSION agrees to engage in no activity which would in any way bring about any liability of any kind or nature whatsoever to the SHERIFF other than that should naturally result from the execution and performance of its duties. The ROAD COMMISSION shall hold and save harmless the SHERIFF from any claim of any kind or nature whatsoever that is/are not covered or defended by the terms of the policy/policies of insurance described in Article 1, Par 2.

Either party may cancel this agreement upon Sixty, (60) days written notice to the other party. In the event that either of the parties herein defined, namely the TUSCOLA COUNTY SHERIFF'S OFFICE or the



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

TUSCOLA COUNTY ROAD COMMISSION – SHERIFF AGREEMENT (One Officer FY –2019, 2020 & 2021)

TUSCOLA COUNTY ROAD COMMISSION exercise its right to cancel, the entire contract shall become null and void.

Now therefore the parties agree:

ARTICLE 1

THE SHERIFF SHALL PROVIDE:

1. One deputy sheriff, 40 hours of duty at the ROAD COMMISSION each week for 52 weeks of the year and necessary overtime as hereinafter set forth, less the officers approved annual vacation leave, compensatory time, personal business day(s) compensation days, and sick leave. Hours of regular duty shall be at such a time as shall be agreed to by the SHERIFF'S OFFICE and the ROAD COMMISSION.
2. The SHERIFF shall provide all necessary insurance for any employees of the SHERIFF acting under this agreement including workers compensation insurance, unemployment insurance, general liability insurance, and any other necessary insurance in connection with any duties of any employee of the SHERIFF acting pursuant to this agreement. The SHERIFF shall provide all payment of salaries, wages, fringe benefits, compensation for injury, compensation sickness, or sick pay, unemployment benefits, vacation or holiday pay, or other compensation to any county personnel performing services hereunder for the ROAD COMMISSION. The SHERIFF shall hold and save harmless the ROAD COMMISSION from any claim of any kind or nature whatsoever of any employee of the SHERIFF made in connection with the duties or activities of the SHERIFF in connection with this agreement.
3. This contract unless otherwise terminated by either party shall be in effect for three (3) years from the date of signing. At that time the contract shall be reviewed and can be terminated by either party or renewed upon the agreement of both parties involved.

ARTICLE II

THE ROAD COMMISSION SHALL:

1. The ROAD COMMISSION shall provide adequate office space for the SHERIFF'S employee to prepare reports and telephone equipment necessary for said employee to make and receive telephone calls, a vehicle, vehicle insurance, mobile radio communications including laptop and modem, gasoline and repair as needed on such equipment as shall be provided the ROAD COMMISSION hereunder.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

ROAD COMMISSION- SHERIFF'S OFFICE AGREEMENT (One Officer FY-2019, 2020 & 2021)

ARTICLE III

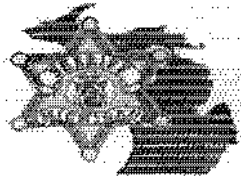
COST OF SERVICE

1. The ROAD COMMISSION shall pay to the SHERIFF all of the costs of performing the enforcement services set forth above as follows.

2. Computation of annual charge for One Officer FY 2019.

1.	Salaries-Permanent	\$50,898
2.	Disability Insurance	\$485
3.	Unused sick time payout	\$400
4.	Salaries-Overtime	\$500
5.	Workers Compensation	\$408
6.	Health, Dental & Vision Insurance	\$16,315
7.	FICA	\$3,963
8.	Life Insurance	\$45
9.	Retirement	\$7,620
10.	Laundry	\$100
11.	Insurance & Bonds	\$3,650
12.	Equipment	\$200
13.	Uniform/equipment	\$300
14.	Training	\$200
13.	Shift Premium	\$ 0

Total: \$ 85,084



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

TUSCOLA COUNTY ROAD COMMISSION – SHERIFF AGREEMENT (One Officer FY –2019, 2020 & 2021)

*The SHERIFF'S OFFICE will only bill for actual costs incurred. Regular pay is defined as the regular rate of pay times 2080 hours. Overtime pay is defined as one and a half times regular pay.

* A 2% wage increase has been included but has not been officially adopted yet.

3. Computation of annual charge for One Officer FY 2020.

1.	Salaries-Permanent	\$51,916
2.	Disability Insurance	\$500
3.	Unused sick time payout	\$400
4.	Salaries-Overtime	\$500
5.	Workers Compensation	\$430
6.	Health, Dental & Vision Insurance	\$17,360
7.	FICA	\$4,038
8.	Life insurance	\$50
9.	Retirement	\$8,280
10.	Laundry	\$100
11.	Insurance & Bonds	\$3,650
12.	Equipment	\$200
13.	Uniform/equipment	\$300
14.	Training	\$200
13.	Shift Premium	\$ 0

Total: \$ 87,924

*The SHERIFF'S OFFICE will only bill for actual costs incurred. Regular pay is defined as the regular rate of pay times 2080 hours. Overtime pay is defined as one and a half times regular pay.



SHERIFF

TUSCOLA COUNTY

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UNDERSHERIFF ROBERT BAXTER

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TUSCOLA COUNTY ROAD COMMISSION – SHERIFF AGREEMENT (One Officer FY –2019, 2020 & 2021)

4. Computation of annual charge for One Officer FY 2021.

1.	Salaries-Permanent	\$51,936
2.	Disability Insurance	\$515
3.	Unused sick time payout	\$400
4.	Salaries-Overtime	\$500
5.	Workers Compensation	\$445
6.	Health, Dental & Vision Insurance	\$18,405
7.	FICA	\$4,113
8.	Life Insurance	\$55
9.	Retirement	\$8,940
10.	Laundry	\$100
11.	Insurance & Bonds	\$3,650
12.	Equipment	\$200
13.	Uniform/equipment	\$300
14.	Training	\$200
13.	Shift Premium	\$ 0

Total: \$ 89,759

*The SHERIFF'S OFFICE will only bill for actual costs incurred. Regular pay is defined as the regular rate of pay times 2080 hours. Overtime pay is defined as one and a half times regular pay.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

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TUSCOLA COUNTY ROAD COMMISSION – SHERIFF AGREEMENT (One Officer FY –2019, 2020 & 2021)

ARTICLE IV

TERM OF AGREEMENT

1. Unless sooner terminated, as provided for herein, this agreement shall be for the term commencing as of January 1, 2019, and ending December 31, 2021; thereafter, at the option of the ROAD COMMISSION and with the consent of the SHERIFF, this agreement shall be renewable for successive periods agreed upon by the parties.

2. In the event the ROAD COMMISSION desires to renew this agreement for any succeeding period, the ROAD COMMISSION shall, not later than 60 days preceding the expiration date of this agreement, notify the SHERIFF, that it wishes to renew the same;

Whereupon the SHERIFF not later than 30 days from receipt of notice, shall notify the ROAD COMMISSION, in writing of his willingness to accept renewal for an additional period or such other terms as he deems advisable, otherwise such agreement shall terminate at the end of such agreed upon period.



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

TUSCOLA COUNTY ROAD COMMISSION – SHERIFF AGREEMENT (One Officer FY –2019, 2020 & 2021)

IN WITNESS WHEREOF, the TUSCOLA COUNTY ROAD COMMISSION, by resolution adopted by its Board, and the County of Tuscola, by order of its Board of Commissioners has caused these presents to be subscribed by the Chairperson of said Board to be affixed hereto and attested by the County Clerk, all on the day of the year first above written.

TUSCOLA COUNTY ROAD COMMISSION BOARD

By: John G. Laurie

By: [Signature]

County of TUSCOLA

By: _____

Thomas Bardwell, Chairman of the
Tuscola County Board of County Commissioners

By: _____

Jodi Fetting, County Clerk

By: _____

Glen Skrent, Sheriff



MSHN 2019 SUBSTANCE USE DISORDER (SUD) OVERSIGHT POLICY ADVISORY BOARD
INTERGOVERNMENTAL AGREEMENT

Background: Mid-State Health Network (MSHN) is a Community Mental Health Regional Entity formed under the Mental Health Code and PA500/501 of 2012 and designated as Region 5 under the Michigan Department of Health and Human Services' (MDHHS) Prepaid Inpatient Health Plan (PIHP) structure in Michigan. MSHN represents 21 Michigan counties, and is designated by MDHHS to coordinate the provision of Substance Use Disorder (SUD) services within its region. Per MDHHS requirement, Region 5 established its SUD Oversight Policy Advisory Board in 2013 through contractual agreement with each of MSHN's 21-counties, designating membership of one (1) representative from each county. Pursuant to the Mental Health Code, and MDHHS requirement, the Intergovernmental Agreement for MSHN's SUD Oversight Policy Board was fully executed in January of 2016, for a term of three (3) years.

Renewing MSHN's Intergovernmental Agreement:

- The Intergovernmental Agreement is a contractual agreement authorized and undertaken pursuant to Section 287 of the Michigan Mental Health Code (Public Act 2258 of 1974); the Michigan Transfer of Functions and Responsibilities Act (Public Act 8 of 1967) and the Michigan Intergovernmental Contracts between Municipal Corporations Act (Public Act 35 of 1951)
- The Intergovernmental Agreement is a contractual agreement which sets forth the terms and conditions of the SUD Oversight Policy Board pursuant to MCL 330.1287(5).
- MSHN, as a MDHHS-designated community mental health entity is required, under MCL 330.1287(5), to maintain the contractual agreement between it and each of the 21 counties within Region 5. Counties include: Arenac, Bay, Clare, Clinton, Eaton, Gladwin, Gratiot, Hillsdale, Huron, Ingham, Ionia, Isabella, Jackson, Mecosta, Midland, Montcalm, Newaygo, Osceola, Saginaw, Shiawassee and Tuscola.
- MSHN's SUD Oversight Policy Advisory Board has reviewed the contract for renewal, and authorized distribution to each of MSHN's 21-counties.
- **REQUESTED ACTION BY FRIDAY, DECEMBER 28, 2018:** The Intergovernmental Agreement must be renewed/fully executed prior to the current agreement's expiration date of January 2019.
 - To fully execute, the Intergovernmental Agreement requires signature by each county's administrator or authorized designee.
 - Return completed agreement to:
 - MSHN: Attention Merre Ashley
530 W. Ionia Street, Suite F
Lansing, MI 48933.
- Please direct questions to Ms. Ashley at merre.ashley@midstatehealthnetwork.org or 517.253.8203

INTERGOVERNMENTAL CONTRACT FOR THE ESTABLISHMENT OF A
SUBSTANCE USE DISORDER OVERSIGHT POLICY BOARD

This Contract (this "Contract") is made as of the date it is fully executed and signed, by and among Mid-State Health Network ("MSHN"), Arenac County, Bay County, Clare County, Clinton County, Eaton County, Gladwin County, Gratiot County, Hillsdale County, Huron County, Ingham County, Ionia County, Isabella County, Jackson County, Mecosta County, Midland County, Montcalm County, Newaygo County, Osceola County, Saginaw County, Shiawassee County and Tuscola County (individually referred to as the "County," and collectively referred to as the "Counties"). This Contract is authorized and undertaken pursuant to Section 287 of the Michigan Mental Health Code (Public Act 258 of 1974, as amended the "Code"), the Michigan Intergovernmental Transfer of Functions and Responsibilities Act (Public Act 8 of 1967) and/or the Michigan Intergovernmental Contracts between Municipal Corporations Act (Public Act 35 of 1951).

RECITALS

MSHN is a community mental health regional entity formed under the Mental Health Code, MCL 330.1204b, that has submitted its Application For Participation as a prepaid inpatient health plan ("PIHP") under 42 CFR Part 438.

The Counties are located in a region designated by the Michigan Department of Health and Human Services ("MDHHS") as Region 5 under MDHHS's restructuring of PIHPs in Michigan.

Under 2012 PA 500 and 2012 PA 501, the coordination of the provision of substance use disorder services will be transferred, no later than October 1, 2014, from existing coordinating agencies to community mental health entities designated by MDHHS to represent a region of community mental health authorities, community mental health organizations, community mental health services programs or county community mental health agencies, as defined under MCL 300.1100a(22).

MSHN represents twelve (12) community mental health organizations in Region 5 and qualifies as a MDHHS-designated community mental health entity to coordinate the provision of substance use disorder services in Region 5.

MSHN, as a MDHHS-designated community mental health entity, is required, under MCL 330.1287(5) to establish a substance use disorder oversight policy board (SUD Policy Board) through a contractual agreement, under appropriate law, between MSHN and each of the Counties in Region 5.

MSHN and the Counties desire to enter into this Contract to establish a SUD Policy Board.

NOW, THEREFORE, in furtherance of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

PURPOSE

Section 1.1 PURPOSE. The purpose of this Contract is to set forth the terms and conditions for the establishment of a SUD Policy Board pursuant to MCL 330.1287(5).

ARTICLE II

SUD POLICY BOARD

Section 2.1 FUNCTIONS AND RESPONSIBILITIES. The SUD Policy Board shall have the following functions and responsibilities:

2.1.1 Approval of any portion of MSHN's budget that contains 1986 PA 2 (MCL 211.24e(11)), funds ("PA 2 Funds") for the treatment or prevention of substance use disorders which shall be used only for substance use disorder treatment and prevention in the Counties from which the PA 2 Funds originated;

2.1.2 Advise and make recommendations regarding MSHN's budgets for substance use disorder treatment or prevention using non-PA 2 Funds; and

2.1.4 Advise and make recommendations regarding contracts with substance use disorder treatment or prevention providers.

2.1.5 In addition, the SUD Policy Board may be assigned by MSHN to advise and make recommendations to MSHN regarding any other matters as agreed to by the Counties and MSHN including advising and making recommendations to MSHN on issues regarding:

2.1.1.1 Methods, policies or practices to ensure quality of SUD services including culturally competent policy and practices for the delivery of those services;

2.1.1.2 Methods, policies or practices to ensure that SUD services made available through the PIHP/Regional Entity are accessible, responsive to regional needs, available to all segments of the community, and are delivered in a comprehensive manner;

2.1.1.3 Reviewing and/or providing recommendations regarding the strategic plan developed by the PIHP/Regional Entity to address the prevalence of SUD in the service areas from a recovery-oriented systems of care (ROSC) perspective and approach;

2.1.1.4 Reviewing and/or providing recommendations regarding the establishment of sustainability plans for ROSC initiatives to include prevention, treatment and recovery supports;

2.1.1.5 Reviewing and/or providing recommendations to expand and coordinate resources and activities with other agencies, community organizations and individuals to support the mission of the PIHP/Regional Entity where ROSC are concerned;

2.1.1.6 Methods, policies or practices to provide an opportunity for public comment, and receive and review comments on matters relevant to SUD prevention, treatment and recovery within the communities serviced by the PIHP/Regional Entity;

2.1.1.7 Reviewing and/or providing recommendations on the annual application for the federal block grant, as well as the renewal and issuance of SUD services licenses;

2.1.1.8 Reviewing and/or providing recommendations on the progress and effectiveness of the delivery of SUD services in the region;

Section 2.2 APPOINTMENT/COMPOSITION. The Board of Commissioners of each of the Counties shall appoint one (1) member of the MSHN SUD Policy Board. The Board of Commissioners may appoint County Commissioners or others, as allowed by Michigan law, that it deems best represents the interests of its County. While the appointment decision is vested within the sole authority of the each County Board of Commissioners, Parties to this Agreement acknowledge that MDHHS encourages appointments which represent the cultural diversity of the area served, appointments of persons in recovery from a substance use disorder, underserved populations and other related constituencies such as education, health, and social services agencies; advocacy organizations; public or private substance abuse prevention, treatment or recovery providers; members of the general public, including civic organizations and the business community.

Section 2.3 TERM. The term of membership for a member of the MSHN SUD Policy Board shall be three (3) years, beginning in January and ending in December. Members may be reappointed to additional or successive terms in the discretion of the respective Board of Commissioners.

Section 2.4 VACANCIES. A vacancy on the SUD Policy Board shall be filled by the County that originally filled the vacated position in the same manner as an appointment.

Section 2.5 REMOVAL. By majority vote of the Board of Commissioners, a County that appointed a SUD Policy Board member may remove its appointee at any time with or without cause. The SUD Policy Board is responsible for informing the relevant County of any lack of participation or attendance by the County's appointed SUD Policy Board member.

Section 2.6 ETHICS AND CONFLICTS OF INTEREST. The SUD Policy Board shall adhere to all conflict of interest and ethics laws applicable to public officers and public servants, serving as members of the SUD Policy Board.

Section 2.7 COMPLIANCE WITH LAWS. MSHN, the Counties and the SUD Policy Board shall fully comply with all applicable laws, regulations and rules, including without limitation 1976 PA 267 (the "Open Meetings Act"), 1976 PA 422 (the "Freedom of Information Act"), 2012 PA 500, 2012 PA 501 and 1986 PA 2. MSHN and the Counties, as required by law, shall not discriminate against any Board member or applicant for appointment to the Board because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

Section 2.8 BYLAWS. The SUD Policy Board shall adopt Bylaws which may be amended by the SUD Board as provided in those Bylaws subject to the review and approval of MSHN.

ARTICLE III

MSHN

Section 3.1 FUNDING. Each County will provide MSHN funding, as required by Section 24e of the General Property Tax Act (MCL 211.24e as amended) to be used only for substance abuse prevention and treatment programs in each County. MSHN shall ensure that funding dedicated to substance use disorder services shall be retained for substance use disorder services and not diverted to fund services that are not for substance use disorders. MCL 330.1287(2).

ARTICLE IV

TERM AND TERMINATION AND DISPUTE RESOLUTION

Section 4.1 TERM. The Term of this Contract shall commence as of the date it is fully executed and signed by all parties and shall continue for three years unless terminated at an earlier date as provided in Section 4.2. This Agreement is subject to the precondition that this Agreement be approved by concurrent resolution by each and every County. A copy of this Agreement once approved will be filed with the Secretary of State for the State of Michigan.

Section 4.2 TERMINATION. Any party may terminate its participation as a Party to this Contract at any time for any or no reason by giving all other parties thirty (30) days written notice of the termination. Any notice of termination of this Contract shall not relieve either party of its obligations incurred prior to the effective date of such termination.

Section 4.3 DISPUTE RESOLUTION. The Chief Executive Officer of MSHN will attempt to resolve disputes through discussion with the Chairperson of the SUD Policy Board or County Controller or Administrator, as needed. Occasionally disputes may arise between the SUD Policy Board and MSHN, or one or more of the Counties and MSHN, arising out of and relating to this Agreement or a breach thereof which cannot be resolved through amicable discussion. In such cases, if the dispute remains unresolved:

- 4.3.1 If the dispute is between MSHN and the SUD Policy Board, the governing board of either party may by majority vote request a meeting of designated representatives of the MSHN Board and SUD Policy Board in an effort to resolve the matter. Any mutual agreement by the parties will be reduced to writing and voted upon by each Party's governing board. If no mutual agreement is reached, the decision of MSHN as adopted by a majority vote of the MSHN Board will be deemed final.
- 4.3.2 If the dispute is between MSHN and one or more of the Counties, the governing board of either party may by majority vote request a meeting of designated representatives of the MSHN Board and representatives of one or more County Boards in an effort to resolve the matter. Any mutual agreement by the parties will be reduced to writing and voted upon by each Party's governing board. If MSHN or one or more of the Counties remain dissatisfied, the Parties may mutually agree to non-binding mediation. If non-binding mediation is agreed to, the Parties may mutually agree upon a mediator or submit a request that mediation be administered by the American Arbitration Association under its Mediation Procedures before resorting to arbitration, litigation, or some other

dispute resolution procedure. The Parties recognize that mediation is a non-binding process to assist them to resolve their disputes by making their own free and informed choices, and that the mediator will have no authority to impose a settlement on any party but only to discuss and suggest options for resolution. If the Parties do not agree to mediation, or if the Parties do not reach a mutually agreeable settlement through mediation within 30 days after initiation of mediation, the Parties may pursue any other dispute resolution or legal recourse as provided by law. The mediation process will take place at a reasonably convenient location to be agreed upon by the parties or determined by the mediator. At the option of the Parties, mediation sessions may take place by telephone or video conference or online when the technology is available. Administrative fees and mediator compensation for the process will be paid equally by the Parties to the dispute.

ARTICLE V

LIABILITY

Section 5.1 LIABILITY/RESPONSIBILITY. No party shall be responsible for the acts or omissions of the other party or the employees, agents or servants of any other party, whether acting separately or jointly with the implementation of this Contract. Each party shall have the sole nontransferable responsibility for its own acts or omissions under this Contract. The parties shall only be bound and obligated under this Contract as expressly agreed to by each party and no party may otherwise obligate any other party.

ARTICLE VI

MISCELLANEOUS

Section 6.1 AMENDMENTS. This Contract shall not be modified or amended except by a written document signed by all parties hereto.

Section 6.2 ASSIGNMENT. No party may assign its respective rights, duties or obligations under this Contract.

Section 6.3 NOTICES. All notices or other communications authorized or required under this Contract shall be given in writing, either by personal delivery or certified mail (return receipt requested) and shall be deemed to have been given on the date of personal delivery or the date of the return receipt of certified mail.

Section 6.4 ENTIRE AGREEMENT. This Contract shall embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. There are no other agreements or understandings, oral or written, between the parties with respect to the subject matter hereof and this Contract supersedes all previous negotiations, commitments and writings with respect to the subject matter hereof.

Section 6.5 GOVERNING LAW. This Contract is made pursuant to, and shall be governed by, construed, enforced and interpreted in accordance with, the laws and decisions of the State of Michigan.

Section 6.6 BENEFIT OF THE AGREEMENT. The provisions of this Contract shall not inure to the benefit of, or be enforceable by, any person or entity other than the parties and any permitted successor or assign. No other person shall have the right to enforce any of the provisions contained in this Contract including, without limitation, any employees, contractors or their representatives.

Section 6.7 ENFORCEABILITY AND SEVERABILITY. In the event any provision of this Contract or portion thereof is found to be wholly or partially invalid, illegal or unenforceable in any judicial proceeding, such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Contract, as the case may require. This Contract shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

Section 6.8 CONSTRUCTION. The headings of the sections and paragraphs contained in this Contract are for convenience and reference purposes only and shall not be used in the construction or interpretation of this Contract.

Section 6.9 COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be considered an original, but together shall constitute one and the same agreement.

Section 6.10 EXPENSES. Except as is set forth herein or otherwise agreed upon by the parties, each party shall pay its own costs, fees and expenses of negotiating and consummating this Contract, the actions and agreements contemplated herein and all prior negotiations, including legal and other professional fees.

Section 6.11 REMEDIES CUMULATIVE. All rights, remedies and benefits provided to the parties hereunder shall be cumulative, and shall not be exclusive of any such rights, remedies and benefits or of any other rights, remedies and benefits provided by law. All such rights and remedies may be exercised singly or concurrently on one or more occasions.

Section 6.12 BINDING EFFECT. This Contract shall be binding upon the successors and permitted assigns of the parties.

Section 6.13 NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties agree that no provision of this Contract is intended, nor shall it be construed, as a waiver by any party of any governmental immunity or exemption provided under the Mental Health Code or other applicable law.

ARTICLE VII

CERTIFICATION OF AUTHORITY TO SIGN THIS CONTRACT

The persons signing this Contract on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Contract on behalf of said parties, and that this Contract has been authorized by said parties pursuant to formal resolution(s) of the appropriate governing body(ies), copies of which shall be provided to MSHN.

IN WITNESS WHEREOF, the parties hereto have entered into, executed and delivered this Contract as of the dates noted below.

MID-STATE HEALTH NETWORK REGIONAL ENTITY

By: _____ Date: _____

Its: _____

ARENAC COUNTY

By: _____ Date: _____

Its: _____

BAY COUNTY

By: _____ Date: _____

Its: _____

CLARE COUNTY

By: _____ Date: _____

Its: _____

CLINTON COUNTY

By: _____ Date: _____

Its: _____

EATON COUNTY

By: _____

Date: _____

Its: _____

GLADWIN COUNTY

By: _____

Date: _____

Its: _____

GRATIOT COUNTY

By: _____

Date: _____

Its: _____

HILLSDALE COUNTY

By: _____

Date: _____

Its: _____

HURON COUNTY

By: _____

Date: _____

Its: _____

INGHAM COUNTY

By: _____

Date: _____

Its: _____

IONIA COUNTY

By: _____

Date: _____

Its: _____

ISABELLA COUNTY

By: _____

Date: _____

Its: _____

JACKSON COUNTY

By: _____

Date: _____

Its: _____

MECOSTA COUNTY

By: _____

Date: _____

Its: _____

MIDLAND COUNTY

By: _____

Date: _____

Its: _____

MONTCALM COUNTY

By: _____

Date: _____

Its: _____

NEWAYGO COUNTY

By: _____

Date: _____

Its: _____

OSCEOLA COUNTY

By: _____

Date: _____

Its: _____

SAGINAW COUNTY

By: _____

Date: _____

Its: _____

SHIAWASSEE COUNTY

By: _____

Date: _____

Its: _____

TUSCOLA COUNTY

By: _____

Date: _____

Its: _____

Commissioners

Earlier this year the Board of Commissioners decided to receive proposals for county auditing services. Anderson, Tuckey, Bernhardt & Doran has conducted the annual county audit (Comprehensive Annual Financial Report) for the past eight years. Cost for the 2017 audit was \$39,300.

The Michigan Department of Treasury web site was reviewed to determine which auditing firms were used by respective Michigan Counties. Criteria used to determine which auditing firms would be sent Requests for Proposals included whether multiple counties were audited (except for the current firm that has done the county audit) and experience in auditing counties similar in financial scope to Tuscola County. Using this basic criteria, request for proposals were sent to eight Michigan CPA firms. Six of these firms submitted proposals.

The table below summarizes three year costs as presented by the six respective CPA firms. The table also identifies Michigan Counties that each of these firms audited in 2017.

CPA Firm Audit Proposal Information for Tuscola County					
Auditing Firm	2018	2019	2020	3 Year Total	County Audits in 2017
Stewart Beauvais & Whipple - Note 1	\$43,000	\$44,000	\$45,000	\$132,000	Lapeer, Mackinac, St. Clair
Anderson Tuckey Bernhardt & Doran	\$46,500	\$47,500	\$48,500	\$142,500	Tuscola
Anderson Tackman and Company	\$35,500	\$36,500	\$37,500	\$109,500	Alcona, Benzie, Chippewa, Crawford, Delta, Dickinson, Gladwin, Hillsdale, Marquette, Menominee, Osceola, Presque Isle, Sanilac, Schoolcraft
Straley Lamp & Kraenzlein	\$36,750	\$37,500	\$38,500	\$112,750	Alpena, Antrim, Montmorency,
Stevens Kirinovic & Tucker - Note 2	\$38,200	\$39,600	\$41,100	\$118,900	Branch, Charlevoix, Ionia, Lake, Van Buren
Gabridge & Company	\$37,740	\$37,740	\$37,740	\$113,220	Alger, Calhoun, Cheboygan, Gogebic, Luce, Manistee, Missaukee, Montclam, Oceana
Note 1 - add \$2,500 for each major program					
Note 2 - add \$1,500 for each major program and \$150 for each journal over 20					

The County Treasurer, Chief Accountant and myself met to review all of the proposal. Our recommendation is to contract with Anderson Tackman and company. The Tuscola County Treasurer inquired with Treasurer's in other counties to determine if they were satisfied with services provided. All positive comments were received from other counties who use this firm. They have done audits for counties similar to Tuscola County. Changing firms periodically enables a new perspective when auditing the county finances. Three year costs are reduced by approximately \$33,000 compared to remaining with the firm currently doing the county audit.

Michael R. Hoagland
Tuscola County Controller/Administrator
989-672-3700
mhoagland@tuscolacounty.org

VISIT US ON LINE FOR COUNTY SERVICES @ www.tuscolacounty.org

CELLULAR TELEPHONE USAGE

Revised 12/13/18

B. Reimbursement *In certain instances, Tuscola County will provide reimbursement to the employee for the most reasonable cost available to the County for an unlimited local, and if deemed necessary, an unlimited nationwide plan. Replacement, repair and maintenance of the cellular phone will be the employee's responsibility if this option is chosen. In order to receive reimbursement under this option, the employee shall submit to Accounts Payable a copy of their personal cell phone bill each month, with the appropriate signature and account number to be charged written on it.*

Replace paragraph above with the following:

B. Reimbursement *In certain instances, Tuscola County will provide reimbursement to Elected Officials, Department Heads and On-Call employees at a rate of \$25.00 per month for their own personal cell phone. Replacement, repair and maintenance of the cellular phone will be the employee's responsibility if this option is chosen. In order to receive reimbursement under this option, the employee shall submit to Accounts Payable a copy of their personal cell phone bill each month, with the appropriate signature and account number to be charged written on it. Only employees who choose to use their own personal cell phone are eligible for reimbursement.*

C. Records. Each Department head will develop and maintain records sufficient to ensure proper utilization of County equipment. These records shall include cellular telephone assignment, cellular telephone use, and in particular, such information warranted under take home assignment to ensure accountability of equipment used beyond normal working hours.

CELLULAR TELEPHONE USAGE
Revised 12/13/18

I. **PURPOSE**

To establish regulations which standardize the procedures utilized in the use of County-owned, rented, or leased cellular telephones in the conduct of official County business.

II. **POLICY**

Employees may be provided with cellular telephones for use in their County employment duties. If the cellular telephone service company provides the use of calling to an outside number at no cost to the County and the use of this number does not reduce the purchased minutes for county calls, then this number may be used on a limited basis for short durations as long as necessary work activities are conducted. Other than in this limited situation, County-owned, rented, or leased cellular telephone equipment is not to be used for personal business or used by a non-County employee except in emergency situations. Any employee using a County cellular telephone for an emergency situation will reimburse the County for the cost of using the equipment.

III. **PROCEDURES**

A. Acquisition. The acquisition of cellular telephones shall be limited to those instances in which there is a demonstrated need for such equipment to perform essential county business or to improve safety, increase productivity, increase service to the public or in situations in which necessary communications cannot be provided by any other means. Before purchasing, renting, or leasing equipment, each department shall submit their request in writing to the Board of Commissioners. No more than one cellular telephone shall be issued to any County employee.

Tuscola County will provide an unlimited local, and if deemed necessary, an unlimited nationwide plan at the most reasonable rate available to the County. The plan cost and details must be reviewed and approved by the Tuscola County Board of Commissioners PRIOR to implementation of the plan by the Tuscola County employee.

Tuscola County may furnish the phone and plan. If this option is chosen, the employee will be responsible for reimbursement to the County for any costs incurred due to the use of the County phone for personal business. The cellular phone and accessories will belong to the County with this option.



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

To: Mike Hoagland

From: Lt. Harris

Date: November 29, 2018

Ref: Law Library

As of November 15th, 2018 we no longer have a law library in the jail. The law library was removed and sent to recycling. This law library created several problems for staff and inmates alike by being a security issue, incomplete and outdated by 15 plus years. Over the years several pages and/or sections have been torn from these books as the inmates would prefer this option as to writing the information on a separate sheet of paper. As a result of this, it provided inaccurate information to those who utilized it. On a daily basis, all of these issues caused several problems, complaints and/or grievances from the inmates in regards to their civil rights.

These books also created a safety and security issue for staff. Some of the inmates would utilize these books as a communication system and hide letters in designated books to undermine authority and disrupt the daily operations of the jail. These books were all hardcover and some had metal bindings. The books with metal bindings were removed after an inmate successfully made a knife from one of the bindings and was planning on attacking an officer and then to attempt an escape. This knife is available for you to see if you so desire.

I have been researching an affordable option to replace the old law library for several years. This option is provided by Lexus Nexus. Until recently, this option was over \$6,000.00 per year. Per Lexus Nexus, this new rate was established for the smaller facilities. Lexus Nexus will send a new update to our jail every 3 months to keep this system current. The benefits from this option are tremendous and everyone would benefit from its presence.

To eliminate current and to prevent future issues, I am requesting an amount of \$250.00 per month for an inmate law library. This new library will be a stand-alone wall mounted unit with a touch screen. The library will not be connected to the internet or any networks. There will be no printing of paper as the inmates will need to write the information down as they deem necessary.

I



41ST DISTRICT
STATE CAPITOL
P.O. BOX 30014
LANSING, MI 48909-7514
PHONE: (517) 373-1783
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E-MAIL: martinhowrylak@house.mi.gov

MICHIGAN HOUSE OF REPRESENTATIVES

MARTIN HOWRYLAK
STATE REPRESENTATIVE

Thomas Bardwell

County Commissioner

125 W. Lincoln St

Suite 500

Caro, MI 48723

November 13, 2018

Dear Thomas Bardwell,

Thank you for your commitment to public service within Tuscola County. As you may know, there is an important legislative package, commonly referred to as "Raise the Age", being worked on here in Lansing. As a representative involved in this effort, and the bill sponsor for the funding mechanism which is vitally important to the effort's success, I wanted to reach out and provide information for your knowledge.

The Raise the Age (RTA) effort aims to raise the age of juvenile court jurisdiction in Michigan from 17 to 18 years of age. Serious offenders, however, can still be "waived up" to adult criminal court. Currently, Michigan is only one of four states that automatically prosecutes all 17 year olds as adults. Through our efforts and outreach

we have begun to see that the majority of interest groups and the public believe that raising the age of juvenile offenders is a good public policy. Polling information has shown that 67.5% of Michiganders support RTA when first asked, and 85% support raising the age, after messaging. It is clear that this is a proposal whose time has come.

As a legislative package, there are currently twenty bills with bipartisan sponsorship and another piece of legislation being finished at this moment. The legislation resides in the House Committee on Law and Justice, where it has recently had two committee hearings. Here is a brief summary of this package:

- **HBs 4607 (Lucido), HB 4850 (Howrylak), HB 4662 (Pagel), HB 4676 (Garrett), HB 4653 (Kosowski), HB 4685 (Webber), HB 4664 (Afendoulis), HB 4659 (Santana)** amends and add new sections to the Probate Code, the Code of Criminal Procedure, the Juvenile Diversion Act, the Youth Rehabilitation Act, the Mental Health Code, and the Indigent Defense Commission Act to “raise the age” of who is considered a juvenile from 16 to 17 years of age for purposes of adjudication or prosecution of criminal offenses, and where a juvenile is arrested or detained.
- **HB 4793 (Jones) and HB 4675 (Guerra)** removes the requirement that a judge give greater weight to the seriousness of the alleged offense when determining whether to sentence a juvenile as an adult or to waive a juvenile to adult criminal court.
- **HBs 4744 (Noble), HB 4969 (Brann), HB 5637 (Durhal)** prohibits the detention and confinement of juveniles in jail, prison, adult detention facilities, or with adult offenders.
- **HB 4753 (Runestad)** raises the age of a juvenile subject to automatic waiver to adult court from 16 to 17 years of age, and revises the definition of “specified juvenile violations” to remove the following from the list of specified juvenile violations for which a prosecutor can file a charge in criminal court:
 - Threaten or injure with intent to commit larceny from a building, safe, bank, or vault (MCL 750.531).
 - Escape from a juvenile facility (MCL 750.186a);
 - Manufacture/Delivery or possession of 1,000 grams or more of schedule 1 or 2 controlled substance narcotic or cocaine. (MCL 333.7401(2)(a)(i) and 333.7403(2)(a)(i)).
- **HB 4696 (Singh)** requires the State Court Administrator to provide an annual report to the legislature regarding juveniles less than 18 years of age who were tried for felonies and misdemeanors as adults.
- **HB 4789 (Love)** requires the Department of Health and Human Services to reimburse the counties for 100% of the costs of adjudicating 17 year olds in

family court where the costs exceed the current spending by the counties on 17 year olds who are arrested, prosecuted and imprisoned by the adult criminal court.

- **HB 4677 (Chang) and HB 4678 (Howrylak)** creates a "Family Advisory Board" within the Michigan Department of Corrections (MDOC) to assist and advise in creating policies and programs that help with family reunification after incarceration. The Family Advisory Board may have a closed meeting if the board is discussing confidential, medical, or psychological information about a prisoner and that information is not subject to the Opens Meetings Act.
- **HB 4741 (Howrylak)** requires the MDOC to develop policies related to prison inmates who are less than 21 years of age.
- **HB 6396 (Howrylak)** mandates that the county must choose to be reimbursed by one of the following two mechanisms: 100% reimbursement of the cost for juvenile justice services to 17 year olds; or 68% reimbursement for the cost of all juveniles who are eligible for the Child Care Fund. The state must pay the appropriate cost for the option chosen by the county.

In particular, I want to make you aware of House Bill 6396, the RTA funding bill. The Raise the Age initiative, and legislative package, goes nowhere without the funding provided to handle the influx of 17 year olds to our county jails. As a result of RTA being something I have monitored during my term in office, when it came to my attention that stakeholders, especially counties and probate judges, were concerned with the Hornby Zeller study on the subject and that real costs were being identified, I wanted to personally take charge.

Due to this, and with the help of my staff, I helped construct a workgroup to discuss the issues behind RTA as well as identifying a funding source to correspond with a potential number found through the study. This workgroup combined members from the following organizations: Michigan House of Representatives, Michigan Association of Counties, Michigan Catholic Conference, Michigan Department of Health and Human Services, Michigan Office of the Governor, Michigan Association of Family Court Administration, the Prosecuting Attorneys Association of Michigan, and other local groups. Each group was not just invited to participate, but were involved every step of the way to ensure that an appropriate solution was found.

Members of the workgroup acknowledged that this consortium was the right way to handle such an important issue and each sought to find a comfortable funding option. Additionally, members were encouraged to come to the table with an open mind, eager to listen to all of the solutions discussed from various backgrounds.

Initial concerns brought forth by the workgroup included the population of current and future Child Care Fund recipient youths to which reimbursement would apply, data tracking of these youths, an implementation timeline, and, of course, the costs of increased funding to counties. In regards to funding, 6 options were brought forth as potential solutions. These options included funding from the State Ward Board and Care fund reimbursement, increased Child Care Fund reimbursement with no additional requirements, a basic grant incentivizing regional cooperation, and enacting a phase-in period for 17 year olds accused or convicted of crimes.

Through numerous meetings over the course of months, this workgroup willingly met to try and establish an appropriate source of funding so that this important legislative package could survive. Gaining a strong consensus among all stakeholders in our July 2018 workgroup meeting was the funding mechanism, with an "opt-in" option, presented in House Bill 6396.

Through this Raise the Age funding mechanism, Michigan counties will have a choice to have all newly adjudicated 17 year olds funded through an annual "County Juvenile Grant", paid in quarterly increments, with no change to Child Care Funding for juveniles 16 years old and younger, or they can "opt in" and have all 17 and under adjudicated youths reimbursed at an increased Child Care Fund (CCF) reimbursement rate. This increased CCF reimbursement rate of 68% actually comes directly from Michigan Association of Family Court Administrators' own research on what a necessary figure would be to allow the counties to comply with RTA's passage. In detail, here are the two options for each county to make under the funding bill:

Option 1 (as suggested to the workgroup by the Department of Health and Human Services):

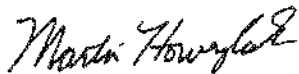
Each county will have 100% of the net additional cost of serving adjudicated 17-year-olds funded through an annual "County Juvenile Grant," paid in quarterly increments, with no change to CCF funding for juveniles under the age of 17.

Option 2 (introduced by the Michigan Association of Family Court Administration):

A county can "opt-in" to forego the "County Juvenile Grant" and receive increased CCF reimbursement, of 68%, for all CCF eligible juveniles, to include 17-year-olds.

As we move towards the next House Committee on Law and Justice meeting in late November, I am hopeful to vote this package out of committee. I would appreciate your support on this matter as I know you and your staff will directly be influenced by the outcomes. Please feel free to contact my office with any concerns or questions you may have and I will be happy to work with you.

Respectfully,



Martin Howrylak

State Representative - 41st District

www.rephowrylak.com

(517) 373-1783

⑤

OFFICE OF
TUSCOLA COUNTY DRAIN COMMISSIONER

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CARO, MI 48723

ROBERT J. MANTEY
Drain Commissioner
Cell Phone (989) 553-3824

Phone (989) 672-3820
Fax (989) 673-3497
email: drain-commissioner@tuscolacounty.org



December 3, 2018

RE: Drain Office structure, future plan.

Dear Honorable Commissioners,

Since 2010, I have tried to have a plan for the future of the Drain office. I have discussed a few items with some of the commissioners, the controller, and several HR directors and have brought some of the items to the full Board. It is now necessary to implement a plan for the future of the Drain Office.

Below is a list of facts that need to be brought to your attention:

1. On May 16, 2018, I brought to the attention of the current HR director what plans were made back in 2010 and 2011. A portion of this memo is enclosed including a request from myself to the BOC's and the Board action taken to approve the following positions.

Deputy Drain Commissioner-appointed at will position by the Drain Commissioner

Account Assessment Specialist-Level 1 assessors license(same wages as Appraiser i)

Account Clerk III Position-full or part time(not filled)

Drain Inspector-part time(not filled)

All these have job descriptions, except the drain inspector. I did not see the need for me to set up a job description for the drain inspector, since I have personally taken on these duties. But I did want the position there for the future, if a future Drain Commissioner did not want to assume these duties.

2. My current Deputy has made it known to me that she is retiring within the next year. With that in mind I am looking at the best way to ensure the efficiency of this office.

3. While researching this I see that there is also a need to offer a higher wage to these positions. They are very unique positions that require extensive training in the Drain Code, soil erosion, basic surveying, basic engineering, accounting, and assessing skills. Finding qualified personnel to replace these positions will be difficult offering the current wages. Some basic skills are required to even be able to offer further technical training to the individuals in these positions.

The Drain Office is a unique and intricate office. It is also essential to the economic fitness of Tuscola County. Without proper drainage, our agricultural land would not generate the amount of tax base that it currently does. We have unique soils and climates that offer our area many specialty crops such as sugar beets, drybeans, pickles, organic crops, seed corn, etc., along with our many field crops. These crops all need proper drainage and the property owners constantly remind our office of any deficiencies

in the county drains, that our office manages. The prices they pay for their land and the inputs and risks involved require us to maintain these drains, according to PA40 (Drain Code).

Accordingly I request the following items:

1. Raise the wage of the Deputy Drain Commissioner to a scale that is 1.13% above the Appraiser II position. This is currently a union position approved by Tuscola County, but it has never been approved or recognized by the Drain Commissioner as a union position. So it is my understanding Tuscola County could request to open this union contract for this change. The Deputy position is an at-will position, and the Drain Commissioner can remove this person at any time.
2. Offer the current Account Assessment Specialist position to have a second level, similar to the other assessor(appraiser)positions in Tuscola County. Since a Level 1 assessor license is no longer offered, then change the job description requirements to have a MCAT for the Account Assessment Specialist and to have a Level 2 assessor license to receive the Account Assessment Specialist II level(same as Appraiser II).
3. Approve the posting of the Account Clerk III position, so that the search may start to fill this position with a person that can start to be trained, before the current Deputy retires. It would be a chance for the current Deputy to train the next Drain Office employee.

The proposed wages for 2019 would be as follows:

<u>Position</u>	<u>Hourly Range</u>	<u>Yearly Range</u>	<u>Increase</u>
Deputy Drain Commissioner:	\$22.02-\$24.14	\$42,939-\$47,073	\$7,137-\$9,243
Acct.Assessment Specialist II	\$19.49-\$21.36	\$38,005-\$41,652	\$3,393-\$4,992

Based on 1950 hours per year(37.5hours x 52 weeks)

The Account Clerk III position would be filled at the starting rate of \$15.40/hr and would be an increase to wages in the Drain Office of \$30,030/year plus benefits.

I know these requests will increase the current and future budgets, but it is crucial to fill these essential positions in the Drain office with qualified personnel. The Drain At Large(DAL) is a major line item in the budget and without the proper employees this can escalate. The more qualified these employees are will mean that the use of engineers and attorneys will be minimized. The DAL history is proof enough that having the proper employees in the Drain Office manages the DAL better and it has reduced. Also, the communication and planning for the future DAL can be very difficult, but we do project the future DAL for the budget. A list of "Cost Savings from the Drain Office since 2008", are also enclosed to show the savings the County has realized.

We will eventually offer another layer of County Drain information to the current GIS, which can be used by assessors, zoning, building, etc.. We currently provided updated Lidar information to the GIS

director, at no cost to the County, since this was purchased through the Sec 197 drain review and the SAW grant.

Just providing the current requested increases will raise the wages in the Drain Office by about \$15,000 annually. Hiring the additional person to start to train will be the most significant increase to the budget, but it is necessary to get another person on staff training ASAP. Leaving a gap in knowledge in the Drain Office could cause significant backlog, delay in information and possible liability issues! Please address these requests ASAP, with the wages to change on January 1, 2019 and the posting of the Account Clerk III position to begin immediately.

Please feel free to contact me with any questions.

Regards,

A handwritten signature in black ink, appearing to read "Robert J. Mantey", with a long horizontal flourish extending to the right.

Robert J. Mantey

Tuscola County Drain Commissioner

Cost Savings from the Drain Office since 2008

1. The Drain At Large(DAL) reduced \$70,000 the first year after I took office in 2009, after going up consistently to over \$562,000 in 2008.
2. In 2017 the DAL is now more than \$170,000 reduced, per year, since I took office.
3. Assessing has been brought into our office and done 100% internally reducing the consulting cost of assessing to zero. This generally costs \$30,000-\$50,000 annually for consultants to do .
4. Our office has eliminated bogus, sometimes hundred thousand dollar, adjustments to make the audits balance. This was done prior to me taking office and caused some very inaccurate estimates for the DAL.
5. We have communicated DAL estimates and tried to predict two years out for budget planning for the County.
- 6 We acquired \$490,000 in SAW grant money that is assisting in establishing a drain layer of the GIS. The section 197(drainage district boundary reviews)process is also correcting many errors currently in the GIS parcels. Spicer Engineering is the lead on our SAW grant and they offered \$25,000-\$30,000 worth of survey point data to the Equalization Department when they were establishing the parcel layer. This helped make "parcel lines" line up more accurately with actual "property lines".
7. The SAW grant is providing two new main frame computers and monitors for the Drain Office. Tablets will also be purchase for the office. This is a direct savings to the general budget.
8. During the Section 197 drainage district reviews I have been consistently reducing the county DAL percentages on most drains. One item that is being taken out of the county DAL are any MDOT and RR percentages. By 2019 this will be a savings to the county DAL of about \$30,000 annually, for just this one item.
9. Wind farms have generated over \$200,000 in fees put directly into the drainage districts. This was accomplished through negotiating agreements for each drainage district affected by the wind farms. This will be approximately a \$50,000+ savings to future county DAL.
10. Moore Drain refinancing just happened in June 2018 and will save the county DAL over \$10,000 in the next 8 years.

I feel that having a competent, dedicated and knowledgeable staff has allowed us to cut our consultant needs and only use them for specific projects. We also try to cross train each other so that my engineering skills are taught, Daras Accounting/Assessing skills are taught and Patty's general knowledge and history, of the Drain Office, are shared: all with each other. This office needs this constant cross training and knowledge to keep operating efficiently and to make the proper decisions, so the DAL stays at a manageable level.

Bob Mantey, Tuscola County Drain Commissioner

May 16, 2018

RE: Organization and wages in the Drain Office

To: Shelly Lutz, HR Coordinator

From: Bob Mantey, Drain Commissioner

The copies of documents I am providing are to show the plans that were made in my office in 2010 and 2011. The intent was to establish a higher level position than an Account Clerk position, and also hold positions that could be used in the future to train and assist the drain office with workloads. They are listed as follows:

1. August 9, 2010 was the initial letter to the BOC for the request to establish or upgrade a position of Account Assessment Specialist(AAS). I was directed by the BOC to work with the HR Coordinator to decide the best way to approach this request.
2. October 13, 2010 was my written contact to the HR Coordinator with the requested upgrade for an Account Assessment Specialist position. We worked together on this for several months and came up with a plan for this position, and also a plan for the future of the Drain Office.
3. April 12, 2011 was a letter to the BOC with a plan for all positions in the Drain Office to match the needs of the office at that time and to have positions that may be needed in the future.
4. April 14, 2011 BOC minutes with 11-M-090 approved for the Drain Office. This new AAS position was mirrored from the equalization positions for Assessors using the levels at that time.
5. April 28, 2011 BOC minutes 11-M-109 appointed Dara McGarry to this new position. Additional costs were to be assessed to the drainage districts.
6. December 15, 2016 BOC minutes changed the billing for assessing to the general budget instead of charging to the drainage districts.

In April of 2014, the previous Equalization Director proposed establishing Appraisal 2 positions in his office, if certain levels of assessing were reached so these employees could move up from an Appraisal 1 wage. I have tried to explain this to previous HR Coordinators, but was given no support to continue my argument that the Assessment position in the Drain Office has the same requirements of an Appraisal 2 position.

August 9, 2010

Dear Honorable Tuscola County Commissioners,

I would like to bring to your attention the need for a position upgrade or a creation of a new position in the drain commissioner's office. I have mentioned several times to you that we are understaffed to accomplish managing 554 drainage districts for Tuscola County. Before Dara was hired, Patty and I were overwhelmed during the two months we were operating the office by ourselves. These were the two slowest months of the year (January and February) that we tried this. However, now 18 months later we seem to be running very efficiently. I have realized that the reason for this is the experience, competence and dedication Patty Witkovsky and Dara McGarry bring to the drain commissioner's office. Patty's experience with Tuscola county government, and specifically with my office, was rewarded by choosing her as deputy. However, Dara's skills are definitely being undercompensated as an Account Clerk III.

The following qualifications Dara brings to this office are:

1. Seven years experience working in the Lapeer County treasurer's office.
2. Three years experience working for a title company.
3. Bachelors degree in accounting, which our county has very few of, if any.
4. Seven years experience with BSA software, which the county is making a switch to.
5. Level 1 Assessor certification with State of Michigan – current with license renewal.

Having these skills has made Dara more than just an account clerk to Tuscola County government. She has expanded her knowledge of the drain office tremendously, along with assisting other county departments. The following are a list of a few of these accomplishments:

1. Assisting Patty with deputy's duties to the point that people trust talking to her as much as talking to Patty or myself. We definitely operate as a team and there are no mis-understandings for myself to come back and correct. This is huge in the public eyes. One of her most important tasks is doing most of the assessing that once burdened the deputy to the point that the deputy could not perform the normal deputy duties. Complaints and problems would just be tabled, during the assessing season. This then leads to a back log of complaints.
2. Bringing her accounting skills into play with the controller's office and with the auditors has been a tremendous asset. I am sure her ability has made the auditors perform their duties better than in past years. As I previously mentioned, the miscellaneous adjustments that were directed by our auditor between accounts, for the past several years, were unacceptable. She has also audited all our drainage districts that had assessments on them and balanced them all. To our knowledge this has never been done, with no blame on the previous staff, except for the lack of accounting knowledge and experience. The best asset of her accounting skills come in the ability to prepare me for future projects. I would not have the chance to make a logical management decision on a drainage district without her projections and how these projections affect the county at large. Just look at the information provided to you from the annual report since she has been in the drain office. Managing the county at large to a reasonable amount is one of our top priorities and she is instrumental at providing the detailed information for this.

3. Going out on inspections with me and now on her own has helped me immensely. It also saves the district and the county more money than can be imagined by not sending an engineer out to analyze a problem. In the past, a desk decision or an engineer or contractor was sent out to analyze and fix. My goal was to personally get out to each complaint, but I have realized Tuscola County is bigger than one person can handle. Especially in the spring or when a rainfall event occurs, we need to look at as many problem areas as possible.
4. She works with the treasurer's office and shares her past experience and ideas with the staff. Also, preparing them for what to expect with the BSA software. I'm sure they will be calling her for advice and help when they encounter a future problem.

Dara enjoys learning all the aspects of the drain office and Tuscola County government. It does not bother her to assist other departments and I am willing to share her skills when she has time. The drain office is technically understaffed, compared to other county drain offices. Engineering firms we work with agree that we are understaffed, but they have also been quick to note that specifically Patty and Dara allow our office to get by without additional staff. **In these difficult financial times I do not want to try to bring another person on staff.** But I am requesting two different options for you to consider:

Option 1:

Change Dara Mc Garry's current Account Clerk III position to an Account Assessment Specialist with the following 2010 pay scale:

Step 1	Step 2	Step 3	Step 4	Step 5
\$15.84	\$16.13	\$16.33	\$16.56	\$16.78

Option 2:

Create another position called an Account Assessment Specialist with the same pay scale as Option 1. Leave the Account Clerk III position open and not fill it at this time. This would only be considered for filling if the economic outlook changes or if the county endures excessive flooding, as was the case in the early 1990's, and needs staff to accommodate such a situation.

The current Account Clerk III 2010 pay scale is:

Step 1	Step 2	Step 3	Step 4	Step 5
\$13.74	\$13.91	\$14.10	\$14.34	\$14.54

Please take into consideration that Dara has saved Tuscola County much more money with her expertise and accounting ability, then the small increase in wages I am requesting for her. Dara's current wage is \$14.10(step 3) per hour and raising her hourly wage to \$15.84(step 1) per hour would increase the cost to the county approximately \$3,500.00 - \$4,000.00 annually.

With Dara's qualifications and experience, I feel it is necessary to compensate her fairly. Her assets to Tuscola County far outweigh the small increase I am requesting. Unfortunately, I am unable to attend the August 12, 2010 Committee of the Whole meeting. I will try to attend tomorrow's meeting, if there are any questions for me. I hope this letter explains the importance and need for this request. If this request is acceptable to the Board of Commissioners, then I would like to see one of the options in place as soon as possible.

Sincerely,
Robert J. Mantey, Tuscola County Drain Commissioner

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ROBERT J. MANTEY
Drain Commissioner
Cell Phone (989) 553-3524



Office Day Wednesday

October 13, 2010

Carrie Krampits, HR Coordinator for Tuscola County
207 E. Grant Street
Caro, MI 48723

Re: Position Upgrade

Dear Carrie,

I would like to give you additional specifics with the attached document on the position upgrade of Dara McGarry, Account Clerk III to Account Assessment Specialist in the Tuscola County Drain Commissioner's office.

In addition to her duties of Account Clerk III in my office, Dara has been instrumental in implementing the new drain assessment program from BS & A in my office. I had decided to purchase the new .NET version of the drain assessing program, which was still in the testing stage when it was installed on our computer system the end of March 2010. Due to Dara's diligence in accounting perfection, she has worked closely with BS & A's programmer in drain assessment changes to the program to fit the needs of the Tuscola County Drain Commissioner's office. Dara spent many hours and e-mails back and forth with the programmer continuing to ask questions and demand that Tuscola County's programs are the best and exact in the detailed assessing required by the Michigan Drain Code.

In talking with other drain commissioners' offices in our area, it is clear that Dara is very particular in balancing year-end totals to beginning year totals on multiple year assessments and not willing to compromise any amount but working to balance them exactly with prior years. Dara is very adamant that property owners paying assessments are not overcharged as can easily happen when converting old drain assessment programs to new software programs.

Dara has continued to work on the drain assessing freeing up Patty's time to take care of more duties assisting Bob and taking calls and walk-ins at the front desk. This year's assessing will be run on approximately 90 drains with five reports being generated on each drain. Dara will prepare spread sheets on each drain noting totals for county-at-large, townships- at-large and specials - balancing them all for a grand total of assessments due. If there is a penny difference, Dara will need to spend time finding which drain accounts for that one penny.

Dara has also been using her accounting skills in my office to prepare county-at-large projections for the controller's office. This is basic to preparing concise budgets for Tuscola County as the controller begins to ask for that projection soon after the new year begins. She continues to work on these projections during the entire year and is aware of what could change base on weather conditions and property owners' requests for the drain to be cleaned.

I am requesting that Dara's position be upgraded from Account Clerk III to Account Assessment Specialist on January 1, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert J. Mantey", is written over a horizontal line.

Robert J. Mantey
Tuscola County Drain Commissioner

cc: Candy Rogner

ACCOUNT CLERK III
October 8, 2010

ADDITIONAL DUTIES AS ACCOUNT ASSESSMENT SPECIALIST

Determine drain accounts to be assessed – number varies by years
Update and clarify complex drainage districts by drawing them out, reading legals and putting onto map with boundary lines of assessment district
Enter parcels into drain assessment program, enter assessed acres, and enter percentages of parcels
Research at-large percentages for entities in drainage districts
Prepare computation of costs for drains requiring assessments
Discuss with drain commissioner each computation of cost and assessment
Calculate and spread dollar amount to be assessed into drain assessment program
Prepare multiple reports for each drain to be assessed
Prepare at-large invoices for county, townships, villages, MDOT, and railroads
Post drainage assessment amounts to proper account in drain ledger system
Prepare export to Tuscola County Equalization Department
Prepare final balancing reports for all drains assessed
File assessment reports in each respective drain file

GENERAL STATEMENT OF DUTIES:

Performs complex double entry accounting,
Arbitrage computations
Bond projects – prepare payments and post assessments
IRS 8038GC and 8038G forms for county & intercounty drains per statute
Maintains vendor lists and accounting of same
Balance accounts for 554 drains with county treasurer
Prepares weekly, monthly and annual accounting reports per statute
Prepares drain commissioner's annual report
Computes and maintains general office budget
Inputs complex assessing calculations for special assessments for 554 drains
Research right-of-way easements and property descriptions
Knowledge of assessing methods used in State of Michigan – completion of
Level II assessing classes and tests; continuing education classes have been completed
Notary public
Answers phones and field complex messages
Researches and prepares payoffs for special assessments
Maintains and prepare drain orders for payments on Act 434 notes
Prepare billings for intercounty bond payments
Backup computers in office on weekly basis
Make copies of checks in accounting dept to use as detail in drain commissioner's office
Filing of documents alphabetically in drain files
Preparation of quarterly reports for Federal Emergency Management Agency (FEMA)
Attend and pass requirements for Part 91, Soil Erosion & Sedimentation Control Act
General office duties as assigned

April 12, 2011

Dear Honorable Commissioners,

I had mentioned to you during my annual report that I had been working with Carrie on re-structuring positions and job descriptions in the drain commissioner's office. The reasoning behind this re-structuring is to match what the personnel are actually doing and also to keep the "county at large" (CAL) to a minimum.

My proposal for positions is as follows: Details of each are attached also.

- Deputy Drain Commissioner: Keep filled.
- Account Assessment Specialist: Fill if a qualified person is found.
- Account Clerk III (Full or Part Time): Only fill if an Account Assessment Specialist is not found.
- Drain Inspector (Full or Part Time): Only fill if needed. Possibly after flooding situations. Cost could be spread on the drainage districts.

Explanations of how we currently operate the drain office and how certain tasks could affect the CAL:

1. Inspections are currently handled by myself. Other staff members are trained to handle minor inspections in my absence. If any major flooding events occur, it may be necessary to have assistance in the form of a drain inspector. Hiring an engineering firm to help with inspections would run \$70-\$120 per hour, including travel time. This could be charged out to the drainage districts, but then in turn would increase the CAL.
2. Drain assessing can be very costly. Having the necessary education and experience is needed to handle analyzing property descriptions, combinations and property splits. This could also be done by an engineering firm. Huron County was spending approximately \$50,000 per year on outside assessing. They have reduced it to approximately \$16,000 per year by bringing most of the work in house. My plan is to keep 100% in house through the Account Assessment Specialist, which would save a minimum to the CAL of \$4,000(using approx. 25% of \$16,000).
3. Having the deputy available to screen complaints needs to be done to help me prioritize inspections and responses. Below is a rough idea of categories that our complaints fall into:
 - Over 50% - Not drain office jurisdiction, neighbor feuds or issues that do not require any corrective measures.
 - 30%-40% - Legitimate complaints, but do not need immediate attention. Should be watched and handled when maintenance is done on that drain.
 - 10%-20% - Complaints that need immediate attention within the next 1-2 years, depending on the severity of the problem.

Handling these inspections by an engineering firm or a contractor could be very costly and add to the CAL. These would not be independent inspections, since both would benefit from requiring unnecessary work to be done.

I will be available to explain this further at Thursday morning's commissioner meeting and answer any questions.

Bob

**Tuscola County Board of Commissioners
April 14, 2011 Minutes
HH Purdy Building**

Chairman Thomas Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 14th day of April, 2011 to order at 8:30 o'clock a.m. local time.

Prayer by Commissioner Bardwell
Pledge by Commissioner Peterson

COMMISSIONERS PRESENT:

District #1 Roger Allen, District #2 Thomas Bardwell, District #3 Tom Kern,
District #4 Roy Petzold, District #5 Gerald Peterson

11-M-088

Motioned by Kern seconded by Petzold to adopt the agenda as amended.
Motion carried.

11-M-089

Motioned by Peterson seconded by Kern to approve the minutes of the
3/24/11 regular meeting. Motion carried.

Brief Public Comment – Ione Vyse appeared to make the board aware of recent
action by the Airport Authority to construct a cross-wind runway.

Judy Adams appeared regarding selected contractors not being from the county.
Also, the lack of expertise the contractors possess.

Tom Greyerbiehl with AFCSME appeared regarding the recently negotiated
contract as it relates to the recently approved wage increase.

Doug DuRussel commented on the poor timing associated with the raises that
were recently approved.

Drain Commissioner Bob Mantey appeared to request an office reorganization
and reclassification request.

11-M-090

Motion by Kern seconded by Allen to approve the office restructuring
request by the Drain Commissioner where a new Account Assessment Specialist
position is posted at the starting wage of \$15.84 per hour and the Account Clerk

Apr 14 2011

III becomes a full-time or part time position and remains unfilled (as long as a qualified Account Assessment Specialist is hired) and a Drain Inspector (part-time) position is created but unfilled. Also, distribute the additional cost to the drainage districts. Motion carried.

11-M-091

Motion by Kern seconded by Allen to approve the renewal of various county insurance and liability insurances with the Michigan Municipal Risk Management Authority for 2011/2012 year and authorize all necessary signatures. Also, per the April 11, 2011 letter from MMRMA, the county net asset distribution of \$48,158 be deposited into the county loss fund to maintain an appropriate reserve to meet potential future county loss payment obligation. Motion carried.

11-M-092

Motion by Kern seconded by Allen that in order to provide for necessary computer wiring in the Annex per the recommendation of Zimco that the computer budget for this building be increased from \$2,000 to \$10,000. Motion carried.

11-M-093

Motion by Peterson seconded by Kern that per the recommendation of the county Dispatch Director, to continue the equipment maintenance agreement with Anderson Radio for 2011/2012 for an amount of \$1,696. Motion carried.

11-M-094

Motion by Kern seconded by Petzold that per the request of the state police, lawn maintenance and snow plowing for the state police facility in Caro be bid by the county and the county fund the annual costs for these services from reserves in the State Police Capital Expenditure Fund (Number 479). Also, when the current lease with the state expires these costs be re-negotiated with the state. Motion carried.

11-M-095

Motion by Kern seconded by Allen that all future board meetings be held at the Purdy building and maintain the current schedule of one meeting held in the morning and one meeting held in the evening. Motion carried.

11-M-095

Motion by Peterson seconded by Petzold that per the request of Denmark Township, approve the resolution directing the County Board of Public Works to issue bonds to undertake a water extension project for the Township according to Public Act 185. Motion carried.

April 28, 2011
4/28/11

11-M-108

Motion by Kern seconded by Petzold to authorize the chairperson to sign a 36-month agreement with CenturyLink for a PRI line for the Tuscola County Health Department's phone system. Motion carried.

11-M-109

Motion by Allen seconded by Kern to approve the appointment of Dara McGarry as the Account Assessment Specialist in the county Drain Commission office effective 04/28/11 at the Step 1 rate of pay. Motion carried.

11-M-110

Motion by Allen seconded by Kern to approve the acceptance and signing of the federally mandated Summary Plan Document for the Flexible Spending Account as provided by Public Benefit Services (PBS) to be effective February 1, 2011 for voluntarily enrolled employees. Motion carried.

11-M-111

Motion by Allen seconded by Petzold to approve the hiring of the following Mosquito Abatement seasonal employees: Technicians Trevor Beagle, Richard Myers and Roger Yates and Utility Person Breana Henry at the Step 1 rate of pay for the 2011 Mosquito Abatement season pending satisfactory drug screen and physical results. Motion carried.

11-M-112

Motion by Kern seconded by Petzold to approve \$7,313.11 at the request of the Central Dispatch Director for the 20% PSIC grant match for the purchase of the CAD-to-CAD system with Huron County. This will provide a complete Computer Aided Dispatch (CAD) for each county. Motion carried.

The Circuit/Family Court Administrator and the Chief Juvenile Probation Officer presented a Circuit Court Collections Plan.

Extended Public Comment – Nancy Keyes, Gifford Township Trustee, expressed appreciation when commissioners attend township meetings.

Meeting adjourned at 8:22 p.m.

Margie A. White
Tuscola County Clerk

CONSENT AGENDA

Agenda Reference: A

Entity Proposing: COMMITTEE OF THE WHOLE 12/12/16

Description of Matter: Move that per the request of the Drain Commissioner billing drainage districts for a portion of wages (\$2,113) paid to the Account Assessment Specialist position in the drain office for assessing work be discontinued because of the time/cost required to perform this procedure. This portion of wage cost will be paid from the general fund to allow more time for the Account Assessment Specialist to dedicate to reducing County Drain-At-Large costs and performing other vital office functions.

Agenda Reference: B

Entity Proposing: COMMITTEE OF THE WHOLE 12/12/16

Description of Matter: Move that the two-year agreement for 2017 and 2018 for legal representation of indigents in the 54th Judicial Circuit Court be approved for a 2017 annual amount of \$173,250.00 and a 2018 annual amount of \$181,912.50. Also, the chairperson be authorized to sign said agreement.

Agenda Reference: C

Entity Proposing: COMMITTEE OF THE WHOLE 12/12/16

Description of Matter: Move that the one-year agreement for 2017 for representation of indigent misdemeanants in 71-B District Court be approved for an annual amount of \$120,000.00. Also, the chairperson is authorized to sign said agreement.

Agenda Reference: D

Entity Proposing: COMMITTEE OF THE WHOLE 12/12/16

Description of Matter: Move that the two-year agreement for 2017 for legal representation for alleged developmentally disabled individuals in the Tuscola County Probate Court be approved for a 2017 annual amount of \$5,500.00 and a 2018 annual amount of \$5,500.00. Also, the chairperson is authorized to sign said agreement.

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Attn: Mike Hoagland

Please re-appoint the following individuals to their respectable board or commission:

Name	Board/Commission	Term	Start Date & End Date
Paul Cherniawski	911 Dispatch Authority	2 years	1/1/2019 - 12/31/2020
Ted Gamet	911 Dispatch Authority	2 years	1/1/2019 - 12/31/2020
Ray Rendon	911 Dispatch Authority	2 years	1/1/2019 - 12/31/2020
Michal Yates	Area Airport Zoning Board	1 year	1/1/2019 - 12/31/2019
Timothy Kinney	Area Airport Zoning Board	1 year	1/1/2019 - 12/31/2019
Jerald Gamm	Council on Aging	1 year	1/1/2019 - 12/31/2019
Carolyn Wymore	Council on Aging	1 year	1/1/2019 - 12/31/2019
Connie Pliska	Council on Aging	1 year	1/1/2019 - 12/31/2019
Sandra Williamson	Council on Aging	1 year	1/1/2019 - 12/31/2019
Elaine Romain	Council on Aging	1 year	1/1/2019 - 12/31/2019
Gail Nesberg	Council on Aging	1 year	1/1/2019 - 12/31/2019
Charlotte Brown	Council on Aging	1 year	1/1/2019 - 12/31/2019
Michael Bearden	Department of Human Services	3 years	1/1/2019 - 12/31/2021
Steve Erickson	Department of Public Works	3 years	1/1/2019 - 12/31/2021
Jerry Peterson	Human Development Commission	1 year	1/1/2019 - 12/31/2019
John Hunter	Mid State Health Network / Substance Use Disorder / Regional Oversight Policy Advisory Board	3 years	1/1/2019 - 12/31/2021
Robert McKay	Parks & Recreation	3 years	1/1/2019 - 12/31/2021
Terri Eden	Parks & Recreation	3 years	1/1/2019 - 12/31/2021
John Johnson	Recycling Committee	3 years	1/1/2019 - 12/31/2021
Dorothy Scollon	Recycling Committee	3 years	1/1/2019 - 12/31/2021
William Sanders	Region VII Board of Directors	1 year	1/1/2019 - 12/31/2019
Scott McCool	Remonumentation Peer Group	2 years	1/1/2019 - 12/31/2020
Mark Powell	Remonumentation Peer Group	2 years	1/1/2019 - 12/31/2020



(L)

November 27, 2018

Mr. Mike Miller
Tuscola County
207 East Grant Street
Caro Michigan 48723

Subject: Environmental Status Summary
Proposed Tuscola County Recycling Facility
987 Ellington Street
Caro, Michigan

Dear Mr. Miller:

AKT Peerless has prepared this summary to outline the known environmental conditions and recommended activities to support the operation of the Tuscola County Recycling Center on the property associated with the address 987 Ellington Road in Caro, Michigan.

In October and November 2017, AKT Peerless completed environmental assessment activities to evaluate the known history and environmental condition of the property. The specific assessments included a Phase I Environmental Site Assessment (ESA), a Phase II ESA, and a Baseline Environmental Assessment (BEA). The objective of the aforementioned activities was to evaluate the environmental condition of the property and obtain an exemption liability on behalf of Tuscola County in accordance with the applicable Michigan regulations (Part 201 of the Natural Resources and Environmental Protection Act).

The conclusion of the Phase I ESA identified the property operated as an automotive salvage and scrap yard from approximately 1952 until 2016. Operations included the draining of liquids from scrap vehicles, storage of automotive fluids within aboveground storage tanks (ASTs), dismantling of vehicles and other scrap materials, torching metal, storage of scrap materials, and scrap automotive tires on exterior portions of the subject property. Oil stained concrete floors and gravel areas were observed throughout the subject property. The Phase I ESA also identified documentation at the Michigan Department of Environmental Quality (MDEQ) dated October 2014, which indicated a violation was identified during an inspection by MDEQ personal resulting from oil spillage on the ground in distinct areas of the property from the recovery and storage of used automotive lubricants.

Based on the above environmental concern, AKT Peerless completed a Phase II ESA to further evaluate the environmental condition of the property. The Phase II ESA consisted of soil sampling at the property, in those areas most likely to be impacted based on the nature and



location of the automotive salvage and scrap operations. The soil sampling revealed evidence of metals and petroleum related contaminants common to these types of operations.

The results of the Phase II were used to support the completion of a BEA on behalf of Tuscola County. The BEA characterizes the current environmental condition of the property and provides an exemption from liability. The MDEQ BEA acknowledgment letter is attached for reference.

Following the acquisition of the property by Tuscola County, MDEQ Surface Water Quality inspected the property as part of a Storm Water Discharge permit closeout requested by the former owners of the property. During the inspection, oil stained areas were observed. In a subsequent meeting with the MDEQ, it was requested that excavation and disposal of these areas with oil stained soil be conducted. The purpose of the excavation is to prevent the potential for storm water runoff to become impacted by the oil stained soils.

The objective of the excavation is to achieve two distinct objectives: (1) allow the close-out of the former owner's storm water discharge permit and (2) allow the approval of a new storm water discharge permit on behalf of Tuscola County without characterization studies or sampling.

Based on the above objectives, in conjunction with the proposed operations, AKT Peerless estimates that a maximum of 250 tons of oil stained soil will be excavated and transported for landfill disposal.

AKT Peerless solicited contractors for cost estimates to perform the excavation activities. Based on discussions with the contractors and the received cost estimates, Rohde Brothers Excavating, Saginaw, Michigan would be the company recommended for selection. This recommendation is based on: (1) several decades of completing similar projects, (2) the cost estimate aligns with the industry standard, (3) holds a \$1,000,000 per incident pollution liability insurance policy, and (4) employees maintain training and certification exceeding that of the industry.

If you have any questions regarding this proposal or need additional information, please contact me at (989) 754-9896.

Sincerely,

AKT Peerless

A handwritten signature in black ink that reads 'Sean D. Robinson'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Sean D. Robinson

Project Manager – Group Leader



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
SAGINAW BAY DISTRICT OFFICE



C. HEIDI GREYER
DIRECTOR

May 2, 2017

ACKNOWLEDGEMENT OF RECEIPT OF A BASELINE ENVIRONMENTAL
ASSESSMENT

BEA ID: B201701580BC

Legal Entity: County of Tuscola
Attn: Mr. Michael R. Hoagland
125 West Lincoln Street, Suite 500
Caro, MI 48723

Property Address: 987 Ellington Street
Indianfields Township, MI 48723

On May 1, 2017, the Michigan Department of Environmental Quality (MDEQ) received a Baseline Environmental Assessment (BEA) dated December 16, 2016 for the above legal entity and property. This letter is your acknowledgement that the MDEQ has received and recorded the BEA. The MDEQ maintains an administrative record of each BEA as received.

This BEA was submitted pursuant to Section 20126(1)(c) of Part 201, Environmental Remediation and/or Section 21323a(1)(b) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). A BEA is submitted for the purpose of establishing an exemption to liability for a new owner or operator of property that has been demonstrated to be a facility or property as defined by Section 20101(1)(s) of Part 201, Environmental Remediation and/or property as defined by Section 21303(d) of Part 213, Leaking Underground Storage Tanks, of the NREPA. Pursuant to Sections 20126(1)(c) and 21323a(1)(b), the conditions of this exemption require the legal entity to disclose the BEA to a subsequent purchaser or transferee of the property.

The BEA is only for the legal entity and property identified in the BEA and on the BEA Submittal Form. Each new legal entity that becomes the owner or operator of this facility must submit their own BEA.

The MDEQ is not making any findings about the adequacy of the submittal or whether the submitter is liable or is eligible to submit. The submitted BEA does not alter liability with regard to a subsequent release, threat of release, or exacerbation of existing conditions that is the responsibility of the legal entity submitting the BEA.

The legal entity, as the owner and/or operator of a facility or property, may have Due Care responsibilities under Section 20107a of Part 201, Environmental Remediation and/or Section 21304c of Part 213, Leaking Underground Storage Tanks, of the NREPA.

The legal entity may also have responsibility under applicable state and federal laws, including, but not limited to, Part 201, Environmental Remediation; Part 111, Hazardous Waste Management; Part 211, Underground Storage Tank Regulations; Part 213, Leaking Underground Storage Tanks; Part 615, Supervisor of Wells, of the NREPA; and the Michigan Fire Prevention Code, 1941 PA 207, as amended.

Pursuant to Section 20112a(6) of Part 201, Environmental Remediation, the property(s) identified in the BEA will be placed on the inventory of facilities, which is updated daily and posted on the DEQ's website:

<https://secure1.state.mi.us/FacilitiesInventoryQueries>

Authorized signature:



Ann Person, Acting District Supervisor
Saginaw Bay District Office
Remediation and Redevelopment Division
989-894-6241
persona@michigan.gov

Enclosure

cc: Sean Robinson, AKT Peerless
Glenn L. Fitkin, Braun Kendrick



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY - REMEDIATION AND REDEVELOPMENT DIVISION, PO BOX 30426, LANSING, MICHIGAN 48909-7926, Phone 517-373-9837, Fax 517-373-2637

FOR DEQ USE ONLY
BEA SUBMITTAL #
6201701580BC

Baseline Environmental Assessment Submittal Form

This form is for submittal of a Baseline Environmental Assessment (BEA), as defined by Part 201, Environmental Remediation and Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, for the purpose of establishing an exemption to liability pursuant to Section 20126(1)(c) and Section 21323a(1)(b) for a new owner or operator of property that is a facility as defined by Section 20101(1)(s) or Property as defined by Section 21303(d). The BEA report must be conducted either prior to or within 45 days after becoming the owner or operator, whichever is earliest. This form and the BEA report must be submitted prior to or within 6 months of becoming the owner or operator whichever is earliest. A separate BEA is required for each legal entity that is or will be a new owner or operator of the property. To maintain the exemption to liability, the owner and operator must also disclose the BEA to any subsequent purchaser or transferee before conveying interest in the property pursuant to Section 20126(1)(c) and Section 21323a(1)(b). An owner or operator of a facility or Property also has due care obligations under Section 20107a and Section 21304c with respect to any existing contamination to prevent unacceptable exposure; prevent exacerbation; take reasonable precautions; provide reasonable cooperation, assistance, and access to authorized persons taking response activities at the property; comply with land use restrictions associated with response activities; and not impede the effectiveness of response activities implemented at the property. Documentation of due care evaluations and conducted response activities need to be available, but not submitted, to the MDEQ within 6 months of becoming the owner or operator of a facility and/or Property.

Section A: Legal Entity Information

Name of legal entity that does or will own or operate the property: County of Tuscola	Contact for BEA questions if different from submitter Name & Title: Sean Robinson, Project Manager
Address: 125 West Lincoln Street, Suite 500 City: Caro State: MI Zip: 48723 Contact person (Name & Title): Michael R. Hoagland, Controller/Administrator	Company: AKT Peerless Address: 214 Janes Avenue City: Saginaw State: MI Zip: 48607 Telephone: 989-672-3703 E-Mail: mhoagland@tuscolacounty.org
Telephone: 989-672-3703 E-Mail: mhoagland@tuscolacounty.org	Telephone: 989-754-9896 E-Mail: robinsons@aktpeerless.com

Section B: Property Information

Street Address of Property: 987 Ellington Street City: Indianfields Township State: MI Zip: 48723 Property Tax ID (include all applicable IDs): 013 002 300 0425 00 Address according to tax records, if different than above (include all applicable addresses): City: State: Zip: Status of submitter relative to the property (check all that apply): Former Current Prospective Owner <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Operator <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	County: Tuscola City/Village/Township: Indianfields Township Town: 12N Range: 9E Section: 2 Quarter: SW Quarter-Quarter: SW Decimal Degrees Latitude: 43.4821610 Decimal Degrees Longitude: 83.3868640 Reference point for latitude and longitude: Center of site <input checked="" type="checkbox"/> Main/front door <input type="checkbox"/> Front gate/main entrance <input type="checkbox"/> Other <input type="checkbox"/> Collection method: Survey <input type="checkbox"/> GPS <input type="checkbox"/> Interpolation <input checked="" type="checkbox"/>
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Section C: Source of Contamination at the Property (check all that are known to apply)

Facility regulated pursuant to Part 201, other source, or source unknown Part 201 Site ID, if known:	<input checked="" type="checkbox"/>
Property - Leaking Underground Storage Tank regulated pursuant to Part 213 Part 211/213 Facility ID, if known:	<input type="checkbox"/>
Oil or gas production and development regulated pursuant to Part 615 or 625	<input type="checkbox"/>
Licensed landfill regulated pursuant to Part 115	<input type="checkbox"/>
Licensed hazardous waste treatment, storage, or disposal facility regulated pursuant to Part 115	<input type="checkbox"/>

RECEIVED
MAY 01 2017
DEQ - RRD
SAGINAW COUNTY DISTRICT

Section D: Applicable Dates (provide date for all that are relevant)


Date All Appropriate Inquiry (AAI) Report or Phase I Environmental Assessment Report completed: 11/17/2016	MM/DD/YYYY
Date Baseline Environmental Assessment Report conducted: 12/16/2016	
Date submitter first became the owner:	
Date submitter first became the operator (if prior to ownership):	
Anticipated date of becoming the owner for prospective owners: 04/13/2017	
Anticipated date of becoming the operator for prospective operators: 04/13/2017	
If former owner or operator of this property, prior dates of being the owner or operator:	

Section E: Check the appropriate response to each of the following questions:

	YES	NO
1. Is the property at which the BEA was conducted a "facility" as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Was the All Appropriate Inquiry (AAI) completed in accordance with Section 20101(1)(f) and or 21302(1)(b)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Was the BEA, including the sampling, conducted either prior to or within 45 days of the date of becoming the owner, operator, or of foreclosure, whichever is earliest?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Is this BEA being submitted to the department within 6 months of the submitter first becoming the owner or operator, or foreclosing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Does the BEA provide sufficient rationale to demonstrate that the data is reliable and relevant to define conditions at the property at the time of purchase, occupancy, or foreclosure, even if the BEA relies on studies of data prepared by others or conducted for other purposes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Does this BEA contain the legal description of the property addressed by the BEA?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Does this BEA contain the environmental analytical results, a scaled map showing the sample locations, and the basis for the determination that the property is a facility as defined by Section 20101(1)(s) or the basis for the determination that the property is a Property as defined by Section 21303(d)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section F: Environmental Consultant Signature:

I certify to the best of my knowledge and belief, that this BEA and all related materials are true, accurate, and complete. I certify that the property is a facility as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d) and have provided the sampling and analyses that support that determination. I certify that any exceptions to, or deletions from, the All Appropriate Inquiry Rule are described in Section 1 of the BEA report.

Signature:  Date: 4-28-17

Printed Name: Sean D. Robinson

Company: AKT Peerless

Mailing Address: 214 Janes Avenue

City: Saginaw State: MI Zip: 48607

Telephone: 989-754-9895

E-Mail: Robinsons@aktpeerless.com

Section G: Legal Entity Signature:

With my signature below, I certify that to the best of my knowledge and belief, this BEA and all related materials are true, accurate, and complete.

Signature:  Date: 4/12/17
 (Person legally authorized to bind the legal entity)

Printed Name: Michael R. Hoagland

Title and Relationship of signatory to submitter: Controller/Administrator

Address: 125 West Lincoln Street, Suite 500

City: Caro

State: MI

Zip: 48723

Telephone: 989-572-3703

E-Mail: mhoagland@tuscolacounty.org

Submit the BEA report and this form to the MDEQ District Office for the county in which the property is located. A office map is located at www.michigan.gov/mdeqrd.

ROHDE BROS. EXCAVATING, INC
1240 N. OUTER DRIVE SAGINAW, MI 48601
PH: 989.753.0294 FAX: 989.753.2028
"An Equal Opportunity Employer"

To: AKT Peerless - Jeff Carr
RE: Environmental Work in Caro, MI

Item	Description	Quantity	Unit	Unit Price	Unit Amount
1	Administration, Mobilization/Demobilization, HASP	1	LSUM	2000.00	2000.00
2	Non Haz-Contaminated Soil - Remove, Load, Transport, Dispose	250	TON	45.00	11250.00
3	Broken Concrete - Remove, Load, Transport, Dispose	250	CYD	12.00	3000.00
TOTAL AMOUNT OF BID				\$	16,250.00

NOTES:

- A) This proposal includes no hard surface restoration.
- B) Proposal does not include bonds, fees, inspection, engineering layout, testing

If you have any questions in regard to this quote please call our office.

Respectfully Submitted,



Richard J. Rohde, Vice President